Exhibit No. 14, Schedule No. 1
Page 1 of 1
Witness: Carol Scanlon

Peoples Natural Gas Company LLC § 53.53 IV.B

6. Supply copies of all present and proposed Gas Tariffs.

* * * * * * * * * * * * * * *

See attached appendices:

Current Tariffs:

Appendix A – Peoples Retail Tariff No. 45 – effective January 1, 2019

Appendix B – Peoples Supplier Tariff No. 17 – effective October 1, 2015

Appendix C – Equitable Tariff No. 46 – effective January 1, 2019

Proposed Tariffs:

Appendix D – Retail Tariff – effective March 29, 2019

Appendix E – Supplier Tariff – effective March 29, 2019

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Supplement No. 98 Gas—PA PUC No. 45

PEOPLES NATURAL GAS COMPANY LLC

RATES AND RULES GOVERNING THE FURNISHING OF NATURAL GAS SERVICE TO RETAIL GAS CUSTOMERS

Quarterly 1307(f) Gas Cost, Rider E, Merchant Function Charge, Rider F, Universal Service Charge Filing

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

BY: Morgan K. O'Brien

President

375 North Shore Drive Pittsburgh, PA 15212

NOTICE

This tariff makes changes to existing rates. (See page 2)

SUPPLEMENT NO. 98 TO GAS-PA PUC NO. 45 EIGHTY-NINTH REVISED PAGE NO. 2 CANCELLING EIGHTY- EIGHTH REVISED PAGE NO. 2

LIST OF CHANGES

	<u>Current</u>	Proposed	Increase/ (Decrease)
Rider B Rate RS, SGS, MGS, LGS, NGPV			
Capacity Charge	\$1.0398	\$0.9953	(\$0.0445)
Gas Cost Adjustment Charge	(\$0.0418)	(\$0.0372)	\$0.0046
Natural Gas Supply Charge	\$2.9474	\$3.8865	\$0.9391
Rider E - Merchant Function Charge			
RS	\$0.1024	\$0.1257	\$0.0233
SGS,MGS,LGS	\$0.0261	\$0.0321	\$0.0060
Rider F- Universal Service Charge	\$0.4961	\$0.5479	\$0.0518

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 SEVENTY-NINTH REVISED PAGE NO. 3 CANCELLING SEVENTY-EIGHTH REVISED PAGE NO. 3

Gas Costs/MFC/US			Rider B - Gas Co	ost Charges		1 в	Base Rate	Rider A	Rider E	Rid	er Supplier	Rider F	Rider	·G		er H		Rider K	Rider	WIDED I AGE NO. 3
	C	apacity	AVC Capacity	GCA	Commodity	_	Charges	STAS	MFC		Choice	USR	GP		Rate C			C Charge	TCJA	Total Rate
		(1)	(2)	(3)	(4)		(5)	(6)	(7)		(8)	(9)	(10			11)		(12)	(13)	(14=SUM 1 to 13)
Residential Sales		, ,	. ,	. ,	` ,		. ,	-0.23%			. ,	, ,	•	•	•	,		5.00%	-5.2290%	,
Customer Charge						\$	13.9500			\$	0.0115				\$	-	\$	0.6975 \$	(0.7294)	\$ 13.9296
Capacity	¢	0.9953 \$	0.6225						\$ 0.0258											\$ 1.6436
Price to Compare - PTC	٠,	0.9933 3	0.0223	\$ (0.0372) \$	3.8865				\$ 0.0238				\$ 0.	1055						\$ 4.0547
Delivery Charge				7 (0.0372) 7	3.0003	¢	3.1330		ÿ 0.0555			\$ 0.5479	γ U	1033	\$		Ś	0.1956 \$	(0.1638)	
State Tax Surcharge						Ţ	3.1330	\$ (0.0072)				γ 0.5 - 775			Y		Ą	0.1330 γ	(0.1030)	\$ (0.0072)
Total per MCF								ϕ (0.0072)	\$ 0.1257											\$ 9.4038
Commercial SGS																				<u>·</u>
Customer Charge																				
0 to 499 MCF/Yr						\$	14.8800			\$	0.0115				\$	-	\$	0.7440 \$	(0.7781)	
500 to 999 MCF/Yr						\$	27.0000			\$	0.0115				\$	-	\$	1.3500 \$	(1.4118)	\$ 26.9497
1/ Capacity	\$	0.3848 \$	0.5745																	\$ 0.9593
Price to Compare - PTC	\$	0.6105	0.5745	\$ (0.0372) \$	3.8865				\$ 0.0321				\$ 0.1	1055						\$ 4.5974
Delivery Charge	<u> </u>	0.0103		ŷ (0.0372) ş	3.0003	\$	2.1939		ψ 0.03 <u>2</u> 1				γ 0	1033			\$	0.1166 \$	(0.1147)	·
State Tax Surcharge						Ψ		\$ (0.0050)									· ·	σ.==σσ φ	(0.22.7)	\$ (0.0050)
Total per MCF	\$	0.9953						7 (7	\$ 0.0321											\$ 7.7474
Industrial SGS																				
Customer Charge																				
0 to 499 MCF/Yr						\$	20.0000			\$	0.0115				\$	-	\$	1.0000 \$	(1.0458)	\$ 19.9657
500 to 999 MCF/Yr						\$	27.0000			\$	0.0115				\$	-	\$	1.3500 \$	(1.4118)	\$ 26.9497
1/ Capacity	Ś	0.3848 \$	0.5745																	\$ 0.9593
Price to Compare - PTC	\$	0.6105		\$ (0.0372) \$	3.8865				\$ 0.0321				\$ 0.1	1055						\$ 4.5974
Delivery Charge	<u></u>					\$	1.7623						•				\$	0.0950 \$	(0.0922)	
State Tax Surcharge								\$ (0.0041)										·	,	\$ (0.0041)
Total per MCF	\$	0.9953							\$ 0.0321											\$ 7.3178
Commercial MGS																				
Customer Charge																				
1,000 to 2,499 MCF/Yr						\$	50.0000								\$	-	\$	2.5000 \$	(2.6145)	
2,500 to 24,999 MCF/Yr						Ş	77.0000								\$	-	\$	3.8500 \$	(4.0263)	\$ 76.8237
1/ Capacity	\$	0.3848 \$	0.3750																	\$ 0.7598
Price to Compare - PTC	\$	0.6105		\$ (0.0372) \$	3.8865				\$ 0.0321				\$ 0.1	1055						\$ 4.5974
Delivery Charge						\$	2.1904								\$	-	\$	0.1164 \$	(0.1145)	
State Tax Surcharge								\$ (0.0050)												\$ (0.0050)
Total per MCF	\$	0.9953							\$ 0.0321											\$ 7.5444

^{1/} The Price-to-Compare format as shown is applicable to a Non-Priority One customer; the Price-to-Compare Charge for a Priority One customer would not include the Capacity Charge. See the Residential - Sales section above as an example of Priority One.

ISSUED: December 31, 2018

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 FORTY-FOURTH REVISED PAGE NO. 3A CANCELLING FORTY-THIRD REVISED PAGE NO. 3A

						_							CAN	CELL	ING FOR I	I Y-I HI	IKD KEV	ISED PAGE NO. 3A
Gas Costs/MFC/US			Rider B - Gas Co	ost Charges		Base Rate	Rider A	Rider E	Rider Supplier	Rider F	Rider G	Ride	r H	R	ider K	Ric	der	
	C	apacity	AVC Capacity	GCA	Commodity	Charges	STAS	MFC	Choice	USR	GPC	Rate Cre	edit	DSIC	Charge	TC	CJA	Total Rate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(8)	(9)	(10))		(11)	(1	L2)	(13=SUM 1 to 12)
Industrial MGS	_						-0.23%								5.00%	-5.	.2290%	
Customer Charge																		
1,000 to 2,499 MCF/Yr						\$ 50.0000						\$	-	\$			2.6145)	
2,500 to 24,999 MCF/Yr						\$ 77.0000						\$	-	\$	3.8500	\$ (4	4.0263)	\$ 76.8237
1/ Capacity	\$	0.3848	\$ 0.3750															\$ 0.7598
Price to Compare - PTC	\$	0.6105		\$ (0.0372) \$	3.8865			\$ 0.0321			\$ 0.1055							\$ 4.5974
Delivery Charge						\$ 1.5243						\$	-	\$	0.0831	\$ (0	0.0797)	\$ 1.5277
State Tax Surcharge							\$ (0.0035)											\$ (0.0035)
Total per MCF	\$	0.9953						\$ 0.0321										\$ 6.8814
Commercial LGS																		
Customer Charge	_																	
25,000 to 49,999 MCF/Yr						\$ 443.0000						\$	-	\$	22.1500	\$ (23	3.1645)	\$ 441.9855
50,000 to 99,999 MCF/Yr						\$ 545.0000						\$	-	\$	27.2500	\$ (28	8.4981)	\$ 543.7520
100,000 to 199,999 MCF/Yr						\$ 793.0000						\$	-	\$	39.6500	\$ (41	1.4660)	\$ 791.1840
Over 200,000 MCF/Yr						\$ 1,215.0000						\$	-	\$	60.7500	\$ (63	3.5324)	\$ 1,212.2177
1/ Canasitu	¢	0.0012	ć 0.21F1															ć 0.20C2
1/ Capacity	<u> </u>	0.0812	\$ 0.2151	¢ (0.0272) ¢	3.8865			¢ 0.0221			\$ 0.1055							\$ 0.2963
Price to Compare - PTC Delivery Charge	<u> </u>	0.9141		\$ (0.0372) \$	3.8803	\$ 2.3913		\$ 0.0321			\$ 0.1055	Ś	_	\$	0.1264	\$ (0	0.1250)	\$ 4.9010 \$ 2.3927
						\$ 2.5915	\$ (0.0055)					Ş		Ş	0.1204	<u>ې (</u> ر	0.1230)	
State Tax Surcharge Total per MCF	<u> </u>	0.9953					\$ (0.0055)	\$ 0.0321										\$ (0.0055) \$ 7.5845
Industrial LGS	Ą	0.3333						\$ 0.0321										7.3643
Customer Charge	-																	
25,000 to 49,999 MCF/Yr						\$ 443.0000						¢	_	Ś	22.1500	\$ 123	2 16/15)	\$ 441.9855
50,000 to 99,999 MCF/Yr						\$ 545.0000						Ċ					8.4981)	
100,000 to 199,999 MCF/Yr						\$ 1,144.0000						ς .				•	9.8198)	
Over 200,000 MCF/Yr	-					\$ 2,009.0000						\$	-		.00.4500		-	
						+ =/========						т				7 (+
1/ Capacity	\$	0.0812	\$ 0.2151															\$ 0.2963
Price to Compare - PTC	\$	0.9141		\$ (0.0372) \$	3.8865			\$ 0.0321			\$ 0.1055							\$ 4.9010
Delivery Charge						\$ 1.7553						\$	-	\$	0.0946	\$ (0	0.0918)	
State Tax Surcharge							\$ (0.0040)											\$ (0.0040)
Total per MCF	\$	0.9953						\$ 0.0321										\$ 6.9514

^{1/} The Price-to-Compare format as shown is applicable to a Non-Priority One customer; the Price-to-Compare Charge for a Priority One customer would not include the Capacity Charge. See the Residential - Sales section above as an example of Priority One.

ISSUED: December 31, 2018

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 EIGHTIETH REVISED PAGE NO. 4

													CANO	ELLIN	NG SEVENTY	NINTH REVI	SED PAGE NO. 4
Gas Costs/MFC/US		Base Rate	Rider A	Rider E	Rider F	F	Rider I	В]	Rid	er Supplier	R	ider H		Rider K	Rider	
		Charges	STAS	MFC	USR	Capacity	AV(C Capacity	BB&A		Choice	Rate	Credit	DS	IC Charge	TCJA	Total Rate
		(1)	(2)	(3)	(4)	(5)		(6)	(7)		(8)		(9)		(10)	(11)	(12=SUM 1 to 11)
Rate GS-T Residential			-0.23%												5.00%	-5.2290%	
Customer Charge	\$	13.9500								\$	0.0115	\$	-	\$	0.6975 \$	(0.7294)	\$ 13.9296
Capacity				\$ 0.0258		\$ 0.9953	\$	0.6225									\$ 1.6436
Delivery Charge	\$	3.1330			\$ 0.5479							\$	-	\$	0.1853 \$	(0.1638)	\$ 3.7024
State Tax Surcharge			\$ (0.0072)														\$ (0.0072)
Total per MCF																	\$ 5.3388
Rate GS-T Commercial SGS																	
Customer Charge																	
0 to 499 MCF/Yr	\$	14.8800								\$	0.0115		-	\$	0.7440 \$	(0.7781)	
500 to 999 MCF/Yr	_\$_	27.0000								\$	0.0115	\$	-	\$	1.3500 \$	(1.4118)	\$ 26.9497
1/ Capacity/BB&A							\$	0.5745	\$ 0.3848					\$	-		\$ 0.9593
Delivery Charge	\$	2.1939												\$	0.1097 \$	(0.1147)	\$ 2.1889
State Tax Surcharge			\$ (0.0050)														\$ (0.0050)
Total per MCF																	\$ 3.1431
Rate GS-T Industrial SGS																	
Customer Charge																	
0 to 499 MCF/Yr	\$	20.0000								\$	0.0115		-	\$	1.0000 \$	(1.0458)	
500 to 999 MCF/Yr	\$	27.0000								\$	0.0115	\$	-	\$	1.3500 \$	(1.4118)	\$ 26.9497
1/ Capacity/BB&A							\$	0.5745	\$ 0.3848								\$ 0.9593
Delivery Charge	\$	1.7623												\$	0.0881 \$	(0.0922)	\$ 1.7583
State Tax Surcharge			\$ (0.0041)														\$ (0.0041)
Total per MCF																	\$ 2.7135
Rate GS-T Commercial MGS																	
Customer Charge																	
1,000 to 2,499 MCF/Yr	\$	50.0000										\$	-	\$	2.5000 \$	(2.6145)	
2,500 to 24,999 MCF/Yr	\$	77.0000										\$	-	\$	3.8500 \$	(4.0263)	\$ 76.8237
1/ Capacity/BB&A							\$	0.3750	\$ 0.3848								\$ 0.7598
Delivery Charge	\$	2.1904										\$	-	\$	0.1095 \$	(0.1145)	\$ 2.1854
State Tax Surcharge			\$ (0.0050)														\$ (0.0050)
Total per MCF																	\$ 2.9401

^{1/} The Capacity Charge applies to Priority 1 ratepayers when electing transport service. All other Ratepayers are billed the BB&A charge.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 FORTY-FIFTH REVISED PAGE NO. 4A CANCELLING FORTY-FOURTH REVISED PAGE NO. 4A

Gas Costs/MFC/US	Base Rate	Rider A	Rider E	Rider F	D	ider B		Rider Supplier		Rider H		Rider K	Rider	ED PAGE NO. 4A
das costs/ivii c/os	Charges	STAS	MFC	USR	Capacity	AVC Capacity	I BB&A	Choice		Credit	D	SIC Charge	TCJA	Total Rate
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	Nate	(9)	<u>D.</u>	(10)	(11)	(12=SUM 1 to 11)
Rate GS-T Industrial MGS	(1)	-0.23%	(3)	(4)	(5)	(0)	(7)	(6)		(3)		5.00%	-5.2290%	•
Customer Charge	<u></u>	-0.2370										3.00%	-3.223070	
1,000 to 2,499 MCF/Yr	\$ 50.0000								\$	_	\$	2.5000 \$	(2.6145)	\$ 49.8855
2,500 to 24,999 MCF/Yr	\$ 77.0000								\$	_	\$	3.8500 \$	· · · · ·	
2,300 to 2 1,333 Well 11	- 77.0000								Υ		Υ	3.0300	(1.0203)	70.0237
1/ Capacity/BB&A						\$ 0.3750	\$ 0.3848							\$ 0.7598
Delivery Charge	\$ 1.5243								\$	-	\$	0.0762	(0.0797)	\$ 1.5208
State Tax Surcharge		\$ (0.0035)												\$ (0.0035)
Total per MCF														\$ 2.2771
Rate GS-T Commercial LGS														
Customer Charge														
25,000 to 49,999 MCF/Yr	\$ 443.0000								\$	-	\$	22.1500 \$	(23.1645)	\$ 441.9855
50,000 to 99,999 MCF/Yr	\$ 545.0000								\$	-	\$	27.2500 \$	(28.4981)	\$ 543.7520
100,000 to 199,999 MCF/Yr	\$ 793.0000								\$	-	\$	39.6500 \$	(41.4660)	\$ 791.1840
Over 200,000 MCF/Yr	\$ 1,215.0000								\$	-	\$	60.7500 \$	(63.5324)	\$ 1,212.2177
														_
1/ Capacity/BB&A						\$ 0.2151	\$ 0.0812							\$ 0.2963
Delivery Charge	\$ 2.3913								\$	-	\$	0.1196 \$	(0.1250)	\$ 2.3858
State Tax Surcharge		\$ (0.0055)												\$ (0.0055)
Total per MCF														\$ 2.6766
Rate GS-T Industrial LGS														_
Customer Charge														
25,000 to 49,999 MCF/Yr	\$ 443.0000								\$	-	\$	22.1500 \$	(23.1645)	\$ 441.9855
50,000 to 99,999 MCF/Yr	\$ 545.0000								\$	-	\$	27.2500 \$	(28.4981)	\$ 543.7520
100,000 to 199,999 MCF/Yr	\$ 1,144.0000								\$	-	\$	57.2000 \$	(59.8198)	\$ 1,141.3802
Over 200,000 MCF/Yr	\$ 2,009.0000								\$	-	\$	100.4500 \$	(105.0506)	\$ 2,004.3994
1/ Capacity/BB&A						\$ 0.2151	\$ 0.0812							\$ 0.2963
Delivery Charge	\$ 1.7553								\$	-	\$	0.0878 \$	(0.0918)	\$ 1.7513
State Tax Surcharge		\$ (0.0040)												\$ (0.0040)
Total per MCF														\$ 2.0435

^{1/} The Capacity Charge applies to Priority 1 ratepayers when electing transport service. All other Ratepayers are billed the BB&A charge.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 96 TO GAS—PA PUC NO. 45 SIXTEENTH REVISED PAGE NO. 5 CANCELLING FIFTHTEENTH REVISED PAGE NO. 5

EFFECTIVE: November 10, 2018

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(C) - Indicates change.

ISSUED: November 9, 2018

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 6

DEFINITIONS OF TERMS

<u>Applicant</u> - Any person, corporation or other entity that (i) desires to receive from the Company natural gas or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a ratepayer for purposes of this Tariff only after it actually starts receiving the applicable service(s) from the Company under this Tariff. Applicants for residential service shall be further defined as a natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

<u>Capacity Charge</u> – A charge designed to recover the costs that the Company incurs to reserve capacity on interstate pipelines.

<u>Chapter 56</u> – The Commission regulations that govern, among other things, metering, billing and collections for residential gas and electricity service.

<u>City Gate</u> – The point where interstate pipelines deliver gas into natural gas distribution company facilities.

<u>Commission</u> – The Pennsylvania Public Utility Commission or any lawful successor thereto that provides oversight, policy, guidance and direction to public utilities and NGSs.

Commodity Charge – A charge designed to recover the cost of producing or procuring natural gas.

<u>Commodity Service</u> – Service provided by the Company or a natural gas supplier which involves the purchase of gas commodity by the ratepayer.

Company – The entity doing business as Peoples Natural Gas Company LLC.

<u>Customer Charge</u> – A monthly charge to cover such natural gas distribution company costs as maintaining the gas lines, meter reading and billing.

<u>Daily Available Volume</u> – The total volume of gas actually delivered to the Company for the ratepayer's account on a particular day, less an appropriate retainage percentage plus any adjustments associated with the reconciliation of monthly volumes as set forth in Rate GS-T and Rate T.

Daily Consumption Volume – The quantity of gas estimated by the Company to be consumed by the ratepayer on any day.

<u>Day</u> – A 24-hour period beginning at 10 a.m. and ending at 10 a.m. or as subsequently defined by natural gas industry standards promulgated by FERC.

<u>Delivery Charge</u> – A charge designed to recover the costs the Company incurs in using its distribution system or local pipelines to deliver natural gas to a ratepayer.

<u>Distribution Charges</u> – Various natural gas distribution charges that may include the Delivery Charge, Capacity Charge and Gas Cost Adjustment Charge.

Distribution Service – Service provided by the Company involving the delivery of gas to the ratepayer.

<u>Gas Cost Adjustment Charge</u> – The amount billed or credited each month to account for differences between projected and actual gas supply costs of the Company.

<u>Mcf</u> – 1,000 cubic feet of gas. This is a measure of gas usage.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 7

DEFINITIONS OF TERMS

<u>Natural Gas Distribution Company</u> - A public utility that provides natural gas distribution services and which may provide natural gas supply services and other services.

<u>Natural Gas Supplier (NGS)</u> – An entity that has received a license from the Commission and that sells natural gas to customers that is delivered through the distribution lines of the Company.

<u>Ratepayer</u> – Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the customer for any premises, building, structure, etc, (iii) is primarily responsible for payment of bills, or (iv) any adult occupant whose name appears on the mortgage, deed or lease of the property. A Ratepayer includes anyone taking Supplier of Last Resort Service and/or Distribution Service under this Tariff.

Small Business Ratepayer - Any commercial or industrial ratepayer with annual consumption of less than 300 Mcf.

Storage – Placing natural gas into an underground facility for removal and use at a later date.

<u>Supplier of Last Resort</u> – The Company or another entity that provides natural gas supply services to ratepayers that do not elect another supplier or choose to be served by the supplier of last resort, ratepayers that are refused service from another natural gas supplier, or ratepayers whose natural gas supplier fails to deliver the required gas supplies. Currently, the Company is the supplier of last resort for all Priority-One ratepayers under the terms of this tariff. Each ratepayer may only have one supplier of last resort.

<u>Supplier of Last Resort Service</u> – Service that includes both Distribution Service and Commodity Service provided by the Company in its role as Supplier of Last Resort.

(C) - Indicates	change.
-----------------	---------

(D) - Indicates decrease.

(I) – Indicates increase.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 8

CLASSIFICATION OF RATEPAYERS TO WHOM SERVICE IS MADE AVAILABLE

Gas service is made available under the rules, regulations, and terms and at the rates contained in this tariff, based upon the use to which such gas is put and not upon volumes consumed (except where indicated), to the following classes of ratepayers:

RESIDENTIAL RATEPAYERS

Residential ratepayers are ratepayers who use gas for household purposes, including single-family dwellings, boarding and rooming houses, duplex houses, private garages appurtenant to private homes or dwellings, apartments, apartment buildings, and governmental housing in which the units are individually metered. Master-metered multi-family dwelling that fit the following criteria will be considered residential when: 1) the structure (or multi-family dwelling) at which the ratepayer/landlord receives natural gas service from the Company originally was built and used as a single family residence; and 2) the ratepayer/landlord lives in the structure and has one or more tenants. In this class the element of human welfare and comfort in a residential setting is the distinguishing test of the ratepayer's use of gas. Each meter represents one ratepayer.

COMMERCIAL RATEPAYERS

Commercial ratepayers include ratepayers who use gas in establishments of a commercial or service nature for purposes other than manufacturing and ratepayers who do not use gas for large-volume power or process steam generation. In this class are included, among others, hotels, restaurants, cafeterias, tea rooms, bars, grills, delicatessens, butchers, grocers, beauty parlors, barber shops, wearing apparel shops, department stores, garages not appurtenant to dwelling houses, gasoline stations, tailors, neighborhood pressing shops and small laundries, small bakeries, dairies, warehouses, office buildings, clubs, fraternities, sororities, lodges, associations, cooperatives, theaters, auditoriums, professional offices, printing shops, mercantile establishments, schools, colleges, churches, charitable institutions, libraries, hospitals, public buildings, governmental entities, and multi-family dwellings that are master-metered. Master-metered multi-family dwellings include those structures in which gas measured by one meter is used to operate at least one appliance that serves more than one household (except as noted under residential). In the case of master-metered multi-family dwellings, the owner of the property must be the ratepayer. If the ratepayer's predominant usage is for natural gas-powered vehicle service, then the ratepayer will be classified as a Commercial Ratepayer.

INDUSTRIAL RATEPAYERS

Industrial ratepayers include ratepayers who use gas for manufacturing or industrial purposes; ratepayers who use gas for large-volume power; ratepayers who use gas for process steam generation; and ratepayers who use gas for any other purpose not predominantly residential or commercial.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 9

CLASSIFICATION OF RATEPAYERS TO WHOM SERVICE IS MADE AVAILABLE

NATURAL GAS DISTRIBUTION COMPANY (NGDC) RATEPAYERS

NGDC ratepayers are companies regulated by the Commission. Within this classification the NGDC can be acting on either its own or its end user's behalf.

CHANGE IN CLASSIFICATION

Any ratepayer who believes that, as a result of a change in the use of the premises served, his classification ought to be changed must contact the Company. All changes will be determined by the Company, on a prospective basis, after it has been notified of the change; however, the Company reserves the right to make changes in classification on its own initiative. The decision of the Company as to classification shall be final.

Eligibility for a particular rate schedule under this tariff and application of the appropriate monthly customer charge shall be based on a review of the ratepayer's annual usage. This review shall not be conducted more frequently than once per year. All changes in rate schedule classification and monthly customer charges as a result of this usage review shall be implemented on a prospective basis. Rate schedule classification and the appropriate customer charge for new ratepayers, shall be determined by the Company based on an estimate of annual usage. The Company also reserves the right to establish the appropriate rate schedule classification and monthly customer charge based on anticipated ratepayer usage.

SUPPLEMENT NO. 95 TO GAS—PA PUC NO. 45 FOURTH REVISED PAGE NO. 10 CANCELLING THIRD REVISED PAGE NO. 10

RATES AVAILABLE UNDER THIS TARIFF

Rate RS - Residential Service

This rate is available to residential ratepayers throughput the territory served by the Company.

Rate CAP

This is available to residential ratepayers who meet the criteria as detailed in this Rate Schedule.

Rate SGS - Small General Service

This rate is available to commercial and industrial ratepayers and NGDCs consuming less than 1,000 Mcf of natural gas service annually throughout the territory served by the Company with the exception of commercial ratepayers qualifying under Rate NGPV.

Rate MGS - Medium General Service

This rate is available to commercial and industrial ratepayers and NGDCs consuming between 1,000 and 24,999 Mcf of natural gas service annually throughout the territory served by the Company with the exception of commercial ratepayers qualifying under Rate NGPV.

Rate LGS - Large General Service

This rate is available to commercial and industrial ratepayers and NGDC's consuming more than 25,000 Mcf annually throughout the territory served by the Company with the exception of commercial ratepayers qualifying under Rate NGPV.

Rate CER - Competitive Energy Rate

This rate is available to all ratepayers throughout the territory served by the Company who, in the determination of the Company, meet the criteria set forth under Rate Schedule CER.

Rate GS-T - General Service Transportation

This rate offers firm transportation service for residential, commercial, industrial, and NGDC ratepayers. Commercial, industrial, and NGDC ratepayers that consume less than 1,000 Mcf per year are classified as Small General Service ratepayers under this tariff. Commercial, industrial, and NGDC ratepayers that consume between 1,000 and 24,999 Mcf per year are classified as Medium General Service ratepayers under this tariff. Commercial, industrial, and NGDC ratepayers that consume more than 25,000 Mcf per year are classified as Large General Service ratepayers under this tariff.

Rate GS-SB - General Standby Service

This rate offers standby service for residential, commercial, and industrial transportation ratepayers.

Rate NGPV

This rate offers service for natural gas powered vehicles.

Rate Schedule GS -- Gathering Service

(C)

Available to the any party desiring to deliver conventional well gas directly into the Company's system.

Pilot Rate MLX

This delivery rate is offered to new Residential and Commercial consumers who are replacing service from an alternate fuel with natural gas.

(C) Indicates Change.

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DESCRIPTION OF TERRITORY

The Company serves as a natural gas public Company in the following cities, boroughs, and townships, all of which are in Pennsylvania:

ALLEGHENY COUNTY

Cities and Boroughs

(C)

Bethel Park Etna Rankin **Braddock Hills** Forest Hills Sharpsburg Bridgeville Fox Chapel Springdale Carnegie Glassport Swissvale Chalfant Heidelberg **Turtle Creek** Jefferson Hills Cheswick Versailles Churchill Lincoln West Elizabeth Clairton McKeesport West Mifflin Coraopolis Millvale White Oak East McKeesport Monroeville Wilkinsburg East Pittsburgh Wilmerding Pittsburgh

Edgewood Pleasant Hills

Elizabeth Plum

Townships

Collier Indiana Ross Crescent **McCandless** Scott East Deer Moon Shaler Elizabeth Mt. Lebanon South Fayette Fawn North Fayette South Park North Versailles Springdale Findlay O' Hara Upper St. Clair Forward Frazier Penn Hills Versailles Hampton Pine West Deer Reserve Wilkins Harmar Richland Harrison

ARMSTRONG COUNTY

Boroughs

ApolloFord CityManorvilleApplewoldFord CliffNorth ApolloAtwoodKittanningRural ValleyDaytonLeechburgWest Kittanning

(continued)

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 12

DESCRIPTION OF TERRITORY

ARMSTRONG COUNTY (continued)

Townships

Bethel Kittanning South Buffalo **Boggs** Mahoning Sugarcreek Burrell Manor Valley Cowanshannock North Buffalo Washington East Franklin Parks Wayne West Franklin Gilpin Plumcreek

Kiskiminetas Rayburn

Redbank South Bend

BEAVER COUNTY

<u>Cities & Boroughs</u> (C)

Aliquippa Monaca Shippingport

Beaver

Industry Ohioville South Heights

Midland

Townships (C)

Brighton Franklin New Sewickley

CenterHopewellPotterChippewaIndependenceRaccoonDarlingtonMarionSouth Beaver
Vanport

BLAIR COUNTY

Cities and Boroughs

Altoona Duncansville Tyrone

Bellwood Hollidaysburg

Townships

Allegheny Frankstown Logan Antis Greenfield Snyder

Blair

(continued)

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 13

DESCRIPTION OF TERRITORY

BUTLER COUNTY

Boroughs

CalleryPortersvilleSlippery RockEvans CityProspectValenciaHarmonySaxonburgZelienople

Mars Seven Fields

Townships

AdamsForwardMiddlesexBuffaloFranklinMuddycreekCherryJacksonSlippery RockClintonJeffersonWinfieldConnoquenessingLancasterWorth

Cranberry Marion

CAMBRIA COUNTY

Cities and Boroughs

Brownstown Franklin Nanty-Glo
Cresson Geistown Portage
Dale Johnstown Sankertown
Ebensburg Lorain Southmont
Ferndale Loretto Westmont

<u>Townships</u> (C)

Adams East Taylor Richland Allegheny Jackson Stonycreek Blacklick Susquehanna Lower Yoder Upper Yoder Cambria Middle Taylor Munster Washington Conemaugh Cresson Portage West Carroll Croyle West Taylor

CLARION COUNTY

Townships

Clarion Monroe Redbank

Limestone Porter

(continued)

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 **ORIGINAL PAGE NO. 14**

DESCRIPTION OF TERRITORY

FAYETTE COUNTY

Boroughs

Belle Vernon **Fayette City Point Marion**

> **Townships** (C)

Franklin Menallen Saltlick German North Union Springhill Luzerne Perry Stewart Washington

Wharton

GREENE COUNTY

Townships

Aleppo Gilmore Richhill Center Springhill Greene Dunkard Wayne Jackson Morgan Whiteley Franklin

Freeport Perry

INDIANA COUNTY

Boroughs (C)

Blairsville Homer City Saltsburg Creekside Indiana Shelocta

Townships

Conemaugh Washington Armstrong Black Lick East Mahoning West Mahoning Burrell Grant West Wheatfield

Center Rayne White Cherryhill South Mahoning Young

LAWRENCE COUNTY

Boroughs

Enon Valley New Wilmington Volant

(continued)

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 15

DESCRIPTION OF TERRITORY

LAWRENCE COUNTY (continued)

Townships

Hickory Neshannock Washington Little Beaver Pulaski Wilmington

Scott

MERCER COUNTY

Grove City

Sandy Lake

Stoneboro

Townships

East LackawannockLibertyShenangoFindleyPineSpringfieldLakeSandy LakeWilmington

Wolf Creek

SOMERSET COUNTY

Boroughs

Boswell Seven Springs

Townships

Conemaugh Jenner

Jefferson Middlecreek Somerset

VENANGO COUNTY

Townships

Clinton Irwin

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DESCRIPTION OF TERRITORY

WASHINGTON COUNTY

<u>Cities and Boroughs</u> (C)

Bealsville

BentleyvilleCentervilleFinleyvilleBurgettstownDeemstonMonongahelaCaliforniaDonoraNew Eagle

<u>Townships</u> (C)

CarrollHanoverPetersCecilJeffersonRobinsonChartiersMonongahelaSomersetCross CreekMt. PleasantSmithFallowfieldNorth StrabaneUnion

Nottingham West Pike Run

WESTMORELAND COUNTY

Cities and Boroughs

Adamsburg Irwin New Kensington
Arnold Jeannette North Belle Vernon

Avonmore Latrobe North Irwin Bolivar Ligonier Oklahoma

Delmont Lower Burrell South Greensburg
Derry Manor Southwest Greensburg

East VandergriftMonessenVandergriftExportMurrysvilleWest LeechburgGreensburgNew AlexandriaYoungstownHunkerNew FlorenceYoungwood

Hyde Park

Townships

Allegheny Ligonier St. Clair
Bell Loyalhanna Salem

Derry Mt. Pleasant South Huntingdon

Donegal North Huntingdon Unity

East Huntingdon Penn Upper Burrell Fairfield Rostraver Washington

Hempfield

The above-listed cities, boroughs, and townships in Pennsylvania in which the Company provides natural gas public utility service are not the only cities, boroughs, and townships in which the Company is entitled, either by charter or certificate, to provide such natural gas public utility service.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 17

RULES AND REGULATIONS

1. APPLICATION FOR SERVICE

All Applicants desiring any type of service from the Company under this Tariff shall contact the Company and specifically request the type and nature of service. Upon request, the Company will inform the ratepayer of the identity of those NGSs offering retail service in its service territory and either provide a list of licensed suppliers or refer the ratepayer to the Commission for further information. In any circumstance where an application to the Company for any service under this Tariff involves or is related to an NGS, such application cannot and shall not be processed by the Company unless the Applicant and/or the Applicant's NGS provides the necessary information relating to service.

A non-residential Applicant for any service under this Tariff will be required to sign an application for natural gas service, unless the Company, in its sole discretion, accepts an oral application from a non-residential Applicant. The Company shall accept an oral application from a residential Applicant except that the Company may require a written application from a residential Applicant if the Company determines positive identification or other documentation is necessary. The Company may request driver's license information as positive identification. The Company will also review Company records and may also require additional documentation, as described in Commission regulations, to determine the applicant's liability for unpaid previously furnished service.

Upon the receipt of natural gas service, the Applicant shall become a ratepayer of the Company.

The ratepayer shall inform the Company in advance of any proposed additions to (or decreases in) the ratepayer's connected natural gas load.

The Company shall charge a transfer fee of \$25 to residential and commercial applicants when natural gas service is not being initiated or reinstated but is continuing from a prior ratepayer who is not the builder of a residence or commercial building. The Company shall charge a connection fee of \$74 for residential applicants and a connection fee of \$98 for commercial applicants when natural gas service is being initiated for the first time or had been previously discontinued at the location. In no case shall a connection fee or transfer fee be charged to a residential ratepayer whose income does not exceed 150 percent of the Federal Poverty Level and/or who is eligible to receive a LIHEAP award; or to the builder of a residence or commercial building who is using natural gas during the construction process; or to a ratepayer in a competitive posture, as determined in the sole discretion of the Company. The initial occupant of newly constructed residences or commercial buildings will be charged the \$74 or \$98 connection fee. Separate connection fees for reinstatement of service after termination by the Company are set forth in Rule 5.

2. CHARACTER OF SERVICE

The Company offers firm service, unless otherwise provided in this tariff.

3. RULES FOR DEPOSIT

A deposit from a ratepayer shall conform to the Commission's regulations and applicable statutory requirements. Deposits required by the Company for Tariff regulated charges shall not be based on unpaid supplier charges.

Residential Applicant/Ratepayer

- a. The Company will provide service without requiring a deposit when the applicant provides adequate identification and satisfies the following requirements:
 - i. Has not failed to pay an undisputed delinquent account.
 - ii. Has not failed to complete payment of a deposit, provide a guarantee or establish credit.
 - iii. Has not failed to provide access to meters, service connections, or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading.
 - iv. Has not engaged in unauthorized use of the utility service delivered on or about the affected dwelling.
 - v. Has not failed to comply with the material terms or conditions of a settlement or payment agreement.
 - vi. Has not engaged in fraud or material misrepresentation of identity for the purpose of obtaining utility service.
 - vii. Has not tampered with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other public utility equipment.

SUPPLEMENT NO. 50 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 18 CANCELLING ORIGINAL PAGE NO. 18

RULES AND REGULATIONS

3. RULES FOR DEPOSIT (continued)

- viii. Has not violated tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the delivery system of the public utility.
- ix. Provides information demonstrating to the satisfaction of the Company that the applicant is not an unsatisfactory credit risk though the use of a generally accepted credit scoring methodology. This methodology includes providing positive identification for the last two known addresses, review of data specific to payment history of other utility services, and review of credit history established previously with the Company. The Company will not find that an applicant is a bad credit risk simply because he does not have a prior credit history.
- b. If an applicant does not establish credit under the methods outlined above, the Company may require that the applicant post a cash deposit. Instead of posting a cash deposit, the applicant may:
 - Furnish a written guarantee from one who can establish credit to the Company's satisfaction that states terms to secure payment. The guarantor shall be responsible for all missed payments owed to the Company.

The cash deposit or guarantee, if required, is payable during a 90-day period in accordance with Commission regulations. (C)

- c. The Company may require an existing ratepayer to post a deposit to reestablish credit:
 - If the ratepayer has been delinquent in payment of any two consecutive bills or three or more bills within the preceding 12 months, after having notified the ratepayer of its intention in accordance with prevailing Commission regulations.
 - ii. If the ratepayer's service has been terminated and the ratepayer desires reconnection.
 - iii. When a ratepayer fails to comply with a material term or condition of a settlement or payment agreement.
- d. An existing ratepayer whose service has been terminated and desires a reconnection of service may be (C) permitted to pay any required deposit during a 90-day period in accordance with Commission regulations.

A cash deposit will be required in an amount equal to one-sixth of the applicant's or ratepayer's estimated annual bill at the time the Company determines that a deposit is required. This estimate shall be based upon prior consumption for like service at the affected premises, wherever available. Should the character or degree of the ratepayer's usage materially change, or if it can clearly be established that either will materially change in the immediate future, the amount of the cash deposit may be adjusted at the request of either the Company or the ratepayer.

All residential deposits shall bear interest at the simple annual interest rate determined by the Secretary (C) of Revenue for interest on the underpayment of tax under section 806 of the act of April 9, 1929 (P.L. 343, No. 176), known as the Fiscal Code, and such interest shall be returned with the deposit.

ISSUED: January 9, 2015 EFFECTIVE: March 10, 2015

SUPPLEMENT NO. 50 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 19 **CANCELLING ORIGINAL PAGE NO. 19**

RULES AND REGULATIONS

3. RULES FOR DEPOSIT (continued)

The Company may refund or apply to a ratepayer's account any security deposit held, plus accrued (C) interest, under the following conditions:

- Upon discontinuance or termination of service.
- ii. When a ratepayer establishes credit pursuant to the Commission's regulations.
- iii. When a ratepayer substitutes a third-party guarantor, as defined in Commission's regulations, but the refund shall not exceed the guarantee.
- iv. After a ratepayer has established a timely payment history. A timely payment history is established when a ratepayer has paid its account balance in full and on time for 12 consecutive months.
- v. At the option of the Company, a cash deposit, including accrued interest, may be refunded in whole or in part at any time earlier than the time stated in i. through v. above.

The Company shall deduct the outstanding balance on the ratepayer's account from the deposit and return or credit any positive difference to the ratepayer. The ratepayer may direct to whom a refunded deposit, together with accrued interest, shall be paid.

Commercial and Industrial Applicant/Ratepayer

The Company reserves the right to require a deposit or guaranty for all services to be supplied, or an increase in said deposit if there is an increase in the monthly bill for services rendered; also the right to apply such deposit to bills previously incurred by the applicant under the existing or any previous contract with the Company.

A deposit may be required from an applicant in an estimated amount equal to twice the average of the three highest monthly bills anticipated during the next 12 months. Such estimate shall be made from the record of services rendered to the same premises during the last 12 months of use, whether by applicant or a prior occupant of the premises, adjusted to recognize the extent of the proposed use as compared with the use in the past. If there is no prior record of services rendered to the premises, the estimate shall be based upon the purposes for which services will be provided.

All commercial and industrial ratepayer deposits shall bear interest at the rate of six (6) per centum per annum, without deduction for any taxes thereon; such interest will be credited at the end of each year, from the date of the deposit, to the ratepayer's account and applied against the oldest unpaid bill.

Upon final discontinuance of service and if such cash deposit has not been theretofore refunded, the principal of and interest thereon will be applied against the final bill, or if all bills are paid in full or if the deposit and interest shall be more than sufficient to cover the same, will be refunded to the ratepayer, in whole or in part, as the case may be, by cash or check.

To accommodate the applicant in case he cannot furnish a cash deposit, a written guaranty of a third person who is the owner of real estate receiving service from the Company will be accepted, but such form of security is discouraged. To limit the guaranty to the lowest terms consistent with security, such guarantor is required to agree that upon default of the ratepayer, the guarantor will make prompt payment of the charges for services rendered to the ratepayer for a period not exceeding sixty days. In case the guarantor is required to pay, the ratepayer then must either make a cash deposit or secure a renewal of the guaranty in order to have service maintained.

ISSUED: January 9, 2015 EFFECTIVE: March 10, 2015

SUPPLEMENT NO. 75 TO GAS—PA PUC NO. 45 FOURTH REVISED PAGE NO. 20 CANCELING THIRD REVISED PAGE NO. 20

RULES AND REGULATIONS

4. CONNECTIONS FOR SERVICE - EXTENSION OF FACILITIES

(C)

The applicant hereby undertakes to furnish, be responsible for, and pay the necessary costs of service pipe, fixtures, fittings, valves, regulators, and appliances to make the necessary connections between the Company's lines and the place of consumption or the agreed upon delivery point to the applicant and keep the same in good repair, in a skillful and workmanlike manner, furnishing at his own expense said materials, and the labor, care, and supervision necessary and proper to safely conduct and burn the gas, but the applicant shall not otherwise make changes in or interfere with said pipes and appliances and material. The arrangement and location of all piping and appliances (including meters) shall be subject to the approval of the Company, but the Company shall not be responsible in any manner for the selection, maintenance, or use of said pipes and appliances, or for said labor, care, or supervisions, and shall have no duty or obligation with respect to the same. To facilitate this process, the Company makes available a manual entitled "Service Line Installation Standards'."

The Company shall make the necessary connections between its curb cock or shutoff valve and the applicant's service pipe, provide a meter and the necessary fittings, and connect the meter.

The meter and all pipe fittings and appliances furnished by the Company on the premises shall remain the property of the Company, and the Company shall have the right at all reasonable times to enter in and upon the premises for reading and change of meters, inspection, and reclaiming of its property.

The Company will extend its facilities to a new point of delivery within its service territory if, in its judgment and consistent with Commission regulations, the service to such new point of delivery will have no adverse effect upon the availability of gas to meet the present and reasonably foreseeable volume and pressure needs of existing customers. The Company may condition the extension of facilities upon the applicant's providing a contribution in aid of construction (CIAC), the amount of which will be determined by the Company and consistent with any parameters approved or required by the Commission. At the company's discretion, all applicants for an extension may be offered service under Pilot Rate MLX as an alternative to a CIAC.

If the Company requests a CIAC from an applicant where service is not rendered under Pilot Rate MLX, and additional **(C)** customers are added to the extended facilities financed by the applicant's CIAC within three years of the date of completion of the facilities, the applicant who paid the CIAC will be entitled to a pro rata refund during the three-year period immediately following completion of the extension.

Any CIAC, ratepayer advance, or other like amounts received from the ratepayer which shall constitute taxable income as defined by the Internal Revenue Service may include a gross up for federal income taxes. To the extent that federal taxes are not included in the CIAC, they shall be segregated in a deferred account for inclusion in rate base in a future rate case proceeding.

Where evidence is found that Company facilities or service lines, meters, or other appurtenances on the ratepayer's premises have been tampered with, the ratepayer shall be required to bear all costs incurred by the Company for investigations and inspections and for such protective equipment as, in the judgment of the Company, may be necessary. In addition, where the tampering has resulted in improper measurement of the service supplied, the ratepayer shall be required to pay for such natural gas service, including interest at the late-payment charge rate, based on the Company's estimate, from available information, of the amount of gas used but not registered by the Company's meters.

(C) Indicates Change.

ISSUED: November 14, 2016 EFFECTIVE: November 15, 2016

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 21

RULES AND REGULATIONS

4. CONNECTIONS FOR SERVICE - EXTENSION OF FACILITIES (continued)

The ratepayer shall pay the Company for any repairs to or any loss of the Company's property on the premises when such repairs are necessitated, or loss occasioned, by negligence on the part of the ratepayer or failure to comply with the rules and regulations under which service is furnished.

5. DISCONTINUANCE AND TERMINATION OF SERVICE

The authorized agents of the Company shall at all reasonable times have free access to the premises of the ratepayer with the right to shut off the gas and remove its property from the premises for any of the following reasons: failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair or meter reading; nonpayment of any undisputed delinquent bills due for existing or any previous service; tampering with the meter or connections; fraudulent representation in relation to the consumption of gas; removal of applicant from the premises; selling or delivering gas to other occupants of the premises without application to the Company; failure to make or increase any deposit; failure to provide a guarantee of payment or establish credit; want of supply or waste of gas from ratepayer's lines or appliances; failure to comply with amortization or settlement agreements; and failure to comply with or violation of Tariff Rules and Regulations. However, service may not be discontinued or terminated under any circumstances except under Commission Regulations or PA Statute in effect and applicable at the time of such contemplated discontinuance.

The Company may immediately terminate service for any of the following actions by the customer: unauthorized use of the service delivered on or about the affected dwelling; fraud or material misrepresentation of the customer's identity for the purpose of obtaining service; tampering with meters or other public utility's equipment; or violating tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the public utility's delivery system. Upon termination for such reasons, the Company will make a good faith attempt to provide a post termination notice to the customer or a responsible person at the affected premises, and, in the case of a single meter, multiunit dwelling, the Company will conspicuously post the notice at the dwelling, including in common areas when possible.

Unless otherwise authorized by the Commission, after November 30 and before April 1, the Company will not terminate service to customers with household incomes at or below the qualifying level as determined by Commission regulation of PA Statute

The Company may terminate service for nonpayment of billings for service provided under this tariff or for NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff.

If service is terminated, the same ratepayer, whether an applicant or ratepayer as defined in the Commission's regulations or PA Statutes, shall pay a reasonable turn-on fee for resumption of service at the same address after termination. The turn-on fee for Residential ratepayers is \$50. The turn-on fee for Commercial ratepayers is \$80. The turn-on fee for Industrial ratepayers shall be an amount equal to the customer charge for each month of the intervening period since service was terminated.

For requests for discontinuance of service the Company shall determine whether the ratepayer is requesting discontinuance of service at their current location or discontinuance of supply from their current NGS. If the ratepayer requests to discontinue supply service, the Company shall refer the ratepayer to such NGS.

6. TERMINATION OF RATEPAYER'S CONTRACT

In case an execution shall be issued against a ratepayer, or in case the premises described or referred to in the contract as the place at which gas is to be delivered or consumed, or the personal property upon said premises shall be levied upon under execution, or in case of any acts of assignment, filing of involuntary or voluntary petitions in bankruptcy, or any action in court for the reorganization of any corporation, partnership, or other ratepayer, the contract, at the option of the Company, shall cease and terminate, and all claims for retail or transportation service previously provided or amounts purchased from a NGS through the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff shall become forthwith due and payable without notice from said Company to the extent permissible under applicable bankruptcy statutes and Commission regulations.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 22

RULES AND REGULATIONS

7. LEAKS AND WASTE

The ratepayer shall use all due care to prevent a waste of gas. It is the responsibility of the ratepayer to exercise all due care in the detection of defects and leaks, and in case of failure or deficiency of gas, leakage, excess pressure, or other dangerous developments incident to the handling of gas under pressure, the ratepayer agrees to give immediate notice thereof to the Company, and his failure to do so, should loss follow, shall be conclusive evidence of his contributory or comparative negligence.

8. NONLIABILITY OF COMPANY

The Company shall not be liable for failure to furnish a sufficient supply of gas or for failure to transport the ratepayer's gas to the ratepayer arising from any cause whatsoever, nor shall the Company be liable for any injury to person or property arising from the use of gas by or the supply of gas to the ratepayer which is not the result of negligence on the part of the Company. The liability of the Company for damages for failure to furnish a sufficient supply of gas or for failure to transport ratepayer's gas to him shall be limited to an amount equivalent to the ratepayer's proportionate monthly ratepayer customer charge for the period of service during which a supply failure occurs. In no event shall the Company be liable for extraordinary or consequential damages arising in any manner whatever as a result of supply failure. For the purposes of this Rule, all pipe, fittings, and appliance on the ratepayer's side of the curb cock or shutoff valve of the service pipes which connects with the Company's main line are the property and responsibility of the ratepayer, and in no event shall the Company be liable for any injury to person or property arising there from.

9. MEASUREMENT OF GAS

All gas delivered shall be measured by meter. The term "Mcf," as used in the Company's schedule of rates, shall mean 1,000 cubic feet of gas at no more than 8 ounces above an assumed atmospheric pressure of 14.4 pounds at whatever temperature the gas may be during the period of measurement. If gas is supplied from a low-pressure distribution system in which the pressure of the gas is regulated not to exceed 8 ounces, the measurement will be at whatever pressure the gas may be during the period of measurement. If gas is delivered from a high-pressure system, measurement will be corrected to a pressure base of 14.73 psia. If measurement is corrected for temperature, measurement will be corrected to 60°F.

All meters shall be owned by the Company, and said meters and any regulators in connection therewith shall be at all times open to inspection by both the Company and the ratepayer for the purpose of seeing that they are in condition of good repair.

The measurement of gas by meter shall be conclusive on the ratepayer and the Company, excepting that from the time the meter is found to be defective or ceases to register, until the meter is repaired, the gas delivered shall be estimated by the average of another meter, or by the amount delivered by meter during a previous corresponding period under similar conditions. In the event of the ratepayer's dissatisfaction with the registration of the meter, the Company will, upon written application, accompanied by the fee specified in the rules of the Commission, have the same removed, sealed, and tested and a certificate of test given the ratepayer. If the meter so tested shall be found to be inaccurate within the limits specified in the Rules of the Commission, the Company shall refund the charge for such test.

10. BILLING AND PAYMENT

No entity providing billing may share or use information concerning individually negotiated rates of a ratepayer, which has been acquired only through the entity's role as a billing agent, with another ratepayer or any third party without the prior written authorization of the Company. The Company shall offer a separate payment option for residential ratepayers to equalize monthly payment amounts.

Billing Options

The Company will offer two billing options: (1) the issuance of a bill by the Company which contains the NGS charges; or (2) the issuance of a bill that contains only the Company's charges, in which case the NGS will bill the ratepayer separately for NGS charges. The right of a ratepayer to receive a separate bill from his/her NGS for the NGS' charges is subject to the ability of the NGS to provide a separate bill and the terms under which the NGS may offer to provide a separate bill.

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RULES AND REGULATIONS

10. BILLING AND PAYMENT (continued)

Allocation of Payments

Under billing option (1), the following order for the application of partial payments shall apply to all residential ratepayers and to non-residential ratepayers unless the contract between the non-residential ratepayer and the NGS provides for a different method:

- a. Payment agreement for pre-existing balance or pre-existing balance;
- b. Current Company charges;
- c. NGS charges;
- d. Non-basic service charges;
- e. Hardship energy fund contribution.

Residential and Commercial Ratepayers

Bills will be rendered and be payable once each month. The Company may read any meter once each month, but ordinarily it will read meters of residential and commercial ratepayers once every two months. As to any ratepayer whose meter is read once every two months, the volumes consumed for the first month of each bimonthly meter reading period shall be determined by estimation, on the basis of the ratepayer's previous service, adjusted for weather conditions, and the volumes consumed for the second month of each bimonthly meter reading period shall be determined by subtracting the first month's estimated volumes from the total actual volumes consumed or delivered for the bimonthly period as shown by the meter. The bill for each month shall be the result of applying to the volumes consumed or delivered, the applicable rates, charges, and penalties (if any) set forth in this tariff.

Upon request, the Company will supply any ratepayer with a card form upon which he may record his meter reading at the end of the first month of each bimonthly meter reading period, and if such card is received by the Company within two days after the close of such month, the bill for such month will be computed from the meter reading shown on the card instead of by estimate. The Company will adjust estimates of bills for changes in conditions of which it has been notified in advance by a ratepayer.

A bill will be rendered to each residential and commercial ratepayer on account of each meter. Bills will be rendered as nearly as possible on the same day of every month and shall be payable upon presentation. A bill shall be deemed delinquent if it is not paid by the due date. The due date for residential and commercial ratepayers shall be twenty (20) days after the date of mailing the bill unless the Company agrees to an extension. Delinquent residential accounts shall be subject to a late-payment charge of one and one-half percent (1 ½%) per month for bills not paid within five days after the due date. Delinquent commercial accounts shall be subject to a late-payment charge of one and one-half percent (1 ½%) per month. Late-payment charges will be based on delinquent charges for services provided under this tariff or for NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff. Payment of bills may be made at authorized collection offices or agencies of the Company during the regular business hours thereof. Payment may be deemed to have been made on the date it is received at any such office or, if remittance is made by mail, on the date of the official U.S. Postal Service postmark.

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RULES AND REGULATIONS

10. BILLING AND PAYMENT (continued)

Industrial Ratepayers

Bills will be rendered and be payable once each month. A bill will be rendered to each industrial account. Bills will be rendered as nearly as possible on the same day of every month and shall be payable monthly upon presentation. An industrial ratepayer's bill shall be deemed delinquent when it remains unpaid after the payment due date specified on the bill. A payment received from a ratepayer owing a previous balance shall be applied first to the previous balance and only after such previous balance has been fully paid shall any balance of the payment be applied to the current bill. Industrial accounts shall be subject to a late-payment charge of two percent (2%) per month if the bill is not paid in its entirety on or before the payment due date specified on the bill, which shall be fifteen (15) days after the date of mailing the bill. Late-payment charges will be based on delinquency charges for services provided under this tariff or for NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff.

Final Bill

At the time the Company receives a notice to discontinue service or transfer service from one customer to another, the Company will provide customers with the option to either have the Company read the meter or to have the disconnecting and reconnecting customer read the meter. The Company will read the meter if the two customer readings are significantly different. The Company will inform the customer that if they elect the customer meter reading and the customer fails to provide the Company with an acceptable reading in a timely manner, the Company may estimate the final meter reading. The Company will make reasonable efforts to obtain actual meter readings: (a) when the Company has insufficient data to estimate the Customer's usage; (b) when, in the case of a transfer of service, disconnect and reconnect orders are executed on different days; and (c) when the customer, at least seven days prior to the disconnect order date, specifically requests that the meter be read. The Company reserves the right to establish a Customer's usage for a final bill whenever the Company is unable to gain access to its meter on the disconnect order date. The Company will accept meter readings from customers for final bills if the customer reading is provided in a timely manner and if, upon review, the Company finds the customer reading to be reasonable and consistent with prior usage levels. Notwithstanding the foregoing, the Company may not discontinue service unless in compliance with the Rules, Regulations or Orders of the Pennsylvania Public Utility Commission pertaining thereto and in effect at the time of such discontinuation.

11. AUTHORITY OF AGENTS

No agent or employee of the Company has authority to make any promise, agreement, or representation not incorporated in its rules and regulations, and no promise, agreement, or representation shall bind the Company unless in writing, signed by an officer of the Company.

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RULES AND REGULATIONS

ADDITIONAL RULES FOR RETAIL RATEPAYERS ON LINES OUTSIDE OF DISTRIBUTION SYSTEMS (RULES 12-14)

12. CONDITIONS UNDER WHICH SERVICE WILL BE RENDERED

Applications for service from a transmission, gathering, or storage line outside of the Company's distribution system will not be accepted unless such line is being operated in a manner which will permit gas to be served to the applicant without interference with the Company's operation. Applications will be accepted only with the understanding that the use or manner of use of the Company's line from which gas is to be supplied is not permanent and that service to the applicant is subject to temporary or absolute change or discontinuance at the sole discretion of the Company which may at any time remove, repair, or change the use or manner of operating said line after having first canceled the service contract with the applicant by thirty days written notice to him. The ratepayer agrees that the Company shall have the right to discontinue service for any such reason or in accordance with any other published rule or regulation of the Company, and the ratepayer further agrees that during the term of service the Company shall not be liable for any deficiency in the supply of gas caused by the use of compressing stations, breakage of lines, or other causes or for any claim for damages on account of any matters set forth in this paragraph. Every applicant must obtain adequate and suitable written rights-of-way and regulator sites, and permit copies thereof to be made before the Company will make any tap or connection for service or install any regulating apparatus for applicant.

13. CONNECTION FOR SERVICE AND RESPONSIBILITY THEREFOR

The Company will furnish gas service from a transmission, gathering, or storage line, subject to the conditions of Rule 12, Rule 14, and its other rules and regulations, at the varying pressures at which the line is operated from time to time. The applicant assumes all risks from variation in pressure, defects in pipe, connections, and appliances, from the escape and leakage of gas, from the sticking of valves and regulators, and from the burning of gas on his premises and like causes incident to the use of gas. The applicant shall provide at his own expense and risk the necessary service line from the place of consumption or other mutually agreed upon delivery point to a point designated by the Company near the Company's pipe line from which gas is to be supplied for safely conducting the gas from the stop or shutoff valve on the connection which the Company will make with its pipe line to the place of consumption or other mutually agreed upon delivery point.

14. COST OF CONNECTION

The Company will at its own cost tap its line and furnish and lay a service line terminating with a stop or shutoff valve at or near the point designated by it under Rule 13. Connection for service will be made under Rule 4.

SPECIAL RULES APPLICABLE TO INDUSTRIAL RATEPAYERS (RULE 15-16)

All service to industrial ratepayers is made subject to the following special rules. The foregoing rules are also applicable to such service unless inconsistent with the following rules.

15. METERS AND REGULATORS

All gas delivered to the ratepayer shall be delivered at and measured by a standard meter to be placed by the Company at a mutually agreed upon point upon the ratepayer's premises or at another mutually agreeable delivery point for gas usage on the ratepayer's premises. The said meter or meters and any necessary regulators shall be owned by the Company, and the Company shall pay the cost of keeping the meters and regulators in repair; ratepayer will furnish and maintain suitable building or buildings for same; the said meter or meters shall be read at least once every month, but said meters and regulators shall be at all times open to inspection of both the Company and the ratepayer for the purpose of seeing that they are in a condition of good repair.

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RULES AND REGULATIONS

16. RESPONSIBILITY FOR FIRE, EXPLOSIONS, AND FAILURE OF SUPPLY

The Company shall not be responsible for any lines laid beyond the meter; shall not be held liable for any damage or loss to person or property resulting from explosions or fire or from use of gas in the works of the ratepayer; and shall not be liable for failure to furnish a sufficient supply of gas or for failure to transport the ratepayer's gas to the ratepayer for his purpose arising from any cause not the result of negligence of the Company.

17. PRIORITY OF SERVICE AND CURTAILMENT FOR RETAIL RATEPAYERS

This rule has been adopted pursuant to regulations of the Commission set forth at Pa. Code §§59.71 – 59.75 entitled 'Gas Emergency Plans'.

Discontinuance of Service and Curtailment

When the evidence available to the Company reasonably indicates that a ratepayer is using gas in violation of this rule or an order of the Commission, the Company will discontinue all service to such ratepayer unless the use causing such violation is discontinued within ten days after written notice from the Company. This provision shall not affect the Company's right or obligation to discontinue service under other provisions of this tariff, the rules and regulations of the Pennsylvania Commission, or for any other lawful right or reason. The Company will inform the Commission of any termination pursuant to this rule.

Priority of Service

The available gas supplies to the Company shall be allocated among its ratepayers in accordance with the priorities of use listed below. Ratepayers in higher priority will not be curtailed until all ratepayers falling into the lower classifications have been completely curtailed; where only partial curtailment of any one classification is required, the implementation of curtailment shall be prorated. The ability to curtail a Priority-One ratepayer is not affected by whether the ratepayer pays for standby service under Rate GS-SB. Following are the priority categories and subcategories listed in descending order. Small commercial and industrial ratepayers as described below are those ratepayers that use less than (C) 25,000 Mcf per year. Large commercial and industrial ratepayers as described below are those ratepayers that use 25,000 Mcf per year or more:

- 1. a. Residential.
- 1. b. Firm critical commercial essential human needs.
- 2. a. Firm small commercial requirements, excluding critical essential human needs requirements in category 1., and firm large commercial and industrial requirements for plant protection.
- 2.b. Firm small industrial requirements.
- 2.c. Firm large critical commercial and industrial requirements, <u>excluding</u> firm critical commercial essential human needs requirements in category 1 and excluding firm large commercial and industrial requirements for plant protection in category 2.
- 2.d. Firm large noncritical commercial and industrial requirements other than requirements for boiler fuel use.
- 2.e. Firm large noncritical commercial and industrial requirements for boiler fuel use.
- 2.f. Contractually interruptible use.

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RULES AND REGULATIONS

17. PRIORITY OF SERVICE AND CURTAILMENT FOR RETAIL RATEPAYERS (continued)

The definitions for terms used in the priority of service categories shall be shown in Appendix A hereto.

Gas Shortage Curtailment Related to Long-Term Supplies

When, in the Company's judgment, its supply of gas is insufficient to meet the full requirements of all the Company's ratepayers on a continuing basis, or when continued delivery of gas would prevent the injection of gas into storage (C) for the protection of subsequent winters' supplies, the Company may require each ratepayer to restrict his monthly consumption to a volume authorized by the Company.

A gas shortage curtailment shall be made only after a minimum 96-hour written notice to the ratepayer given by certified mail and specifying its authorized monthly consumption to which such curtailment applies. The Company will authorize monthly consumption levels from the Company's supplies only to ratepayers then currently purchasing commodity or standby service from the Company. Ratepayers that acquire their own gas supplies and that do not purchase standby service will be entitled to consume only the volumes they have delivered to the Company, less any gas that the Company is authorized to seize for consumption by other ratepayers.

If a ratepayer exceeds its authorized consumption during a period of gas shortage curtailment, then the ratepayer shall be subject to penalties as set forth under this Rule 17.

Actual consumption in any month in excess of the volume authorized in the notice of gas shortage curtailment shall operate to reduce the volume authorized for the second succeeding month by the amount of such excess; during the first month following the month of excess consumption a ratepayer may use less than the volume authorized for that month and receive a credit up to but not exceeding the amount of such reduction, to be applied to the reduced volume authorized for the second month.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

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17. PRIORITY OF SERVICE AND CURTAILMENT FOR RETAIL RATEPAYERS (continued)

Excess Consumption Penalty Related to Gas Shortage Curtailment

As used herein, the term "excess consumption" means the volume by which a ratepayer's actual consumption: (a) in any month during a gas shortage curtailment exceeds his authorized monthly volume specified in a notice of curtailment or as reduced pursuant to this Rule 17; or (b) in an emergency curtailment period, exceeds his authorized volume for the emergency period pursuant to this Rule 17.

Excess consumption shall be billed at the rates prescribed by this tariff plus a penalty according to the following schedule:

Actual Usage as a Percentage Penalty For of Total Authorized Volumes Excess Consumption

Greater than 103% but not in excess of 110% \$10 per Mcf

Greater than 110% but not in excess of 125% \$20 per Mcf

Greater than 125% \$50 per Mcf

The Company shall have the right to waive any penalty for unauthorized use of gas.

There shall be excluded from the volumes subject to penalty under a gas shortage curtailment volumes for which the ratepayer has previously been penalized pursuant to overruns during emergency curtailment.

A penalty paid by a ratepayer for excess consumption in any month in connection with a gas shortage curtailment shall be refunded to that ratepayer if: (a) the ratepayer's actual consumption in either the first or the second month thereafter is less than his authorized monthly volume by an amount equal to the volume of such excess consumption or (b) the ratepayer's combined actual consumption in the first and second months thereafter does not exceed his combined authorized monthly volume for both months. Excess consumption penalties resulting from emergency curtailment overruns are not subject to refund.

As of December 31 of each year, the Company shall subtract the total of all overrun penalties paid that year to the Company's suppliers from excess consumption penalties collected from ratepayers during the year which are not subject to gas payback refund provisions set forth above. The Company will then distribute among its curtailed ratepayers who did not incur overruns all penalties collected in excess of those paid by the gas Company to its suppliers.

The amount of reimbursement due a ratepayer shall be determined by dividing the total amount to be redistributed by the total volume of sales during the twelve-month period to all ratepayers eligible for reimbursement. This quotient shall represent the factor which, when multiplied by an eligible ratepayer's total purchase volume during the twelve-month period, will equal the amount to be credited to that ratepayer's gas account. However, no reimbursement shall be made to ratepayers who have terminated service during the year.

The Company will compute the reimbursement credit for each eligible ratepayer to the nearest one cent. If the total amount credited to eligible ratepayer's gas accounts, as calculated above, is more or less than the total amount to be redistributed, the difference shall be retained as a debit or credit in the excess consumption penalty account, and shall be subtracted from or added to the next ensuing excess consumption penalty redistribution amount.

At least ten (10) days prior to the billing month in which each eligible ratepayer's account shall be credited, the Company will file with the Commission a detailed report itemizing the penalties paid, penalties received, and the computation of the redistribution credit, if any.

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RULES AND REGULATIONS

17. PRIORITY OF SERVICE AND CURTAILMENT FOR RETAIL RATEPAYERS (continued)

Allocation of Excess Gas

If, in the Company's judgment, sufficient gas supply is available to permit deliveries in addition to the monthly authorized entitlement in any month, the Company will provide all ratepayers with as much advance notice as possible of the amount of such additional gas anticipated to be available. Such gas shall be apportioned by the Company to all ratepayers of the highest priority being curtailed.

To the extent that a ratepayer has exceeded the sum of its authorized entitlements for any period, penalties shall not be assessed for any excess volumes authorized pursuant to the provisions of this sections.

Emergency Curtailment

When the Company is unable to fulfill the daily requirements of all its ratepayers because of reasons unrelated to long-range supplies, the Company may require each commercial and industrial ratepayer to reduce its consumption of gas. The reduction required shall be determined by the Company without regard to priorities of use; however, the authorized volume shall provide only the minimum volume necessary for the prevention of damage to plant equipment.

The Company will specify in a notice of emergency curtailment the authorized daily consumption until further notice. An emergency curtailment may be made after oral notice to the ratepayer effective when so given and confirmed in writing within 48 hours thereafter.

If a ratepayer exceeds its authorized consumption during a period of emergency curtailment, then a ratepayer shall be subject to penalties as set forth below:

Actual Usage as a Percentage of Emergency Authorized Consumption	Penalty for Excess Takes(in Dollars Per Mcf)					
Greater than 103% but not in excess of 110%	10					
Greater than 110%	25					

The Company shall have the right to waive any penalty for unauthorized use of gas.

The number of days of emergency curtailment multiplied by the authorized daily consumption volume shall be the ratepayer's authorized consumption for the emergency curtailment period. The Company will determine actual consumption during the emergency curtailment period by actual measurement at the beginning and end of the emergency curtailment

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RULES AND REGULATIONS

17. PRIORITY OF SERVICE AND CURTAILMENT FOR RETAIL RATEPAYERS (continued)

Appendix A to Rule 17

DEFINITIONS FOR TERMS USED IN THE PRIORITY OF SERVICE CATEGORIES

- 1. Alternate Fuel: Any fuel other than natural gas.
- 2. <u>Alternate Fuel Capability</u>: The ability to use an alternate fuel whether or not the facilities for such use have actually been installed. For purposes of this definition, alternate fuel means any fuel other than natural gas.
- 3. <u>Commercial Use</u>: Gas usage by ratepayers engaged primarily in the sale of goods or services including but not limited to consumption by office buildings, institutions, and governmental agencies. Commercial use shall not include use of gas for manufacturing or electric power generation.
- 4. <u>Critical Uses</u>: Gas usage where natural gas is the only feasible form of energy due to its combustion characteristics, controllability, or chemical properties.
- Essential Human Needs Use: Gas usage by ratepayers for service to any buildings where persons normally dwell, including but not limited to residences, apartment houses, dormitories, hotels, hospitals, and nursing homes.
- 6. Firm Service: Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
- 7. <u>Industrial Use</u>: Gas usage by ratepayers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power.
- 8. <u>Interruptible Service</u>: Natural gas services that can be temporarily discontinued under terms and conditions specified by tariff or contract.
- 9. NGDC: Natural gas distribution company.
- 10. NGS: Natural gas supplier.
- 11. <u>Noncritical Use</u>: Gas usage where natural gas is not the only feasible form of energy, that is, where the user has alternate fuel capability.
- 12. <u>Plant Protection Use</u>: Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility when such protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.
- 13. <u>Residential Use</u>: Gas usage in a residential dwelling or unit for space heating, air-conditioning, cooking, water heating, or other domestic purposes.

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(C)

RULES AND REGULATIONS

18. SALES OF GAS FOR RESALE

All gas sales to residential ratepayers are to the ultimate purchaser and are not to be resold for profit.

SPECIAL RULES APPLICABLE TO ALTOONA AND JOHNSTOWN AND VICINITY (Rules 19 and 20)

19. CONNECTION FOR SERVICE

In the city of Altoona, Blair County, and the city of Johnstown, boroughs of Ferndale, Westmont, Lorain, Dale, Southmont, and townships of Lower Yoder, Upper Yoder, and Stony creek, and vicinity in Cambria County, and not elsewhere, the following rule has been adopted and is applicable in place of Rule 4 above: The meter and all pipes, fittings, and stop cocks furnished by the Company on the premises shall remain the property of the Company which shall have the free right and privilege of ingress and egress at all reasonable times, to lay, maintain, inspect, operate, repair, and finally reclaim its property and for reading and change of meters.

20. LEAKS AND WASTE

In the city of Altoona, Blair County, and the city of Johnstown, boroughs of Ferndale, Westmont, Lorain, Dale, Southmont, and townships of Lower Yoder, Upper Yoder, and Stonycreek, and vicinity in Cambria County, and not elsewhere, the following rule has been adopted and is applicable in place of Rule 7 above: The ratepayer shall use all due care to prevent waste of gas. It is the responsibility of the ratepayer to exercise all due care in the detection of leaks and defects in the service pipes, meter, fittings, and stop cocks on the ratepayer's premises and in case of failure or deficiency of gas, leakage, excess pressure, or other dangerous developments incident to the handling of gas, the ratepayer agrees to give immediate notice thereof to the Company at its office and to take the necessary precaution to prevent explosion and fire, and the failure of the ratepayer to do so, should loss or injury follow, shall be evidence of the ratepayer's negligence and shall relieve the Company from liability for such loss or injury.

21. ORDER OF GAS DELIVERIES THROUGH THE METER FOR BILLING PURPOSES

For purposes of billing more than one type of service provided by the Company to a ratepayer through one meter, the following order of application of rates shall be used:

- a. Rate GS-T
- b. Firm Retail or Standby
- c. Rate CER

22. OPERATIONAL FLOW ORDERS

To the extent the Company issues an operational flow order (OFO) pursuant to Rule 4 of its Supplier Tariff, a transportation ratepayer shall comply (or direct its NGS to comply) with the same OFO conditions, including the penalty provisions, outlined in the Company's Supplier Tariff Rule 4. The Company may waive the penalties applicable under the Company's Supplier Tariff Rule 4, for transportation ratepayers.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

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23. SELECTION OF NGS

- a. When the Company receives notice that a ratepayer has elected to switch NGSs or to return to the Company's Supplier of Last Resort service, the Company shall initiate the confirmation procedure described herein. Such changes shall coincide with the start of ratepayer's billing cycle.
- b. Ratepayers can obtain information at any time on the ability to select an NGS other than the Company by contacting the Company via letter, phone, e-mail, or by visiting the Company's internet web site. The Company will also periodically mail to ratepayers information on the opportunity to choose an alternate supplier.
- c. Disclosure Requirements: If a ratepayer selects an NGS, the ratepayer should note that the NGS is required pursuant to the Commission's Customer Information Disclosure Guidelines at Docket No. M-00991249F0005, to disclose certain information to the ratepayer, including but not limited to, agreed-upon pricing in the Company's standard pricing unit, conditions of pricing availability, the length of the agreement, cancellation provisions, and the three-day right of rescission.
- d. Selection and Set-up: The ratepayer, or person or entity that is authorized to act on the ratepayer's behalf, should contact their chosen NGS to initiate the request. When a ratepayer, person or entity authorized to act on the ratepayer's behalf contacts the Company with a request, the Company will inform such party to contact the NGS directly. After the Company has received notification from the NGS of the ratepayer's request, the Company shall mail out a confirmation letter to the ratepayer by the end of the next business day after the date the Company receives notification by the NGS of the new ratepayer, asking the ratepayer to notify the Company if information in the confirmation letter is inaccurate. Such confirmation letter shall include the ratepayer's NGS, the applicable billing option, the approximate date when service from the new NGS will begin and the date that the first bill will be mailed, and notification that service may be terminated for failure to pay NGS supply charges. The confirmation letter also shall include the notice of a five (5) (C) day waiting period in which the request may be cancelled by the ratepayer before the change of the NGS takes place. The five (5) day waiting period shall start on the day the confirmation letter is mailed. (C)

Should the Company receive notification from ratepayer within the five (5) calendar days required under (C) the confirmation letter that ratepayer's gas service or gas supply election as described by the NGS is in error, the Company shall so notify the NGS. In case of notification by ratepayer of such error, the Company shall continue billing ratepayer under ratepayer's current billing arrangement. Should the Company receive notification from ratepayer that ratepayer's gas service or gas supply election as described by the NGS is in error, but not receive such notification within the five (5) calendar days period, the Company shall advise (C) the ratepayer to contact the NGS to request cancellation and if requested by ratepayer the Company will treat this as an alleged slamming complaint under Rule 24.

Should the Company receive notification by more than one NGS within a one-month period that the ratepayer has elected said NGS to supply ratepayer's natural gas, the Company shall proceed with the confirmation process using the first NGS which notifies the Company, unless the ratepayer informs the Company such NGS is in error.

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24. COMPLAINT PROCEDURES

- a. <u>General Complaints</u> Inquiries and complaints from any ratepayer will be received and processed in a timely manner. Residential ratepayer inquiries and complaints will be handled in conformance with Chapter 56 of the Commission's Rules. When a ratepayer inquiry or complaint relates to services provided by an NGS, the Company will refer the ratepayer to the NGS for a response. If a ratepayer inquiry or complaint involves issues or services provided by both the Company and the ratepayer's NGS, the Company will coordinate the response to the ratepayer inquiry or complaint from both parties. If a ratepayer is dissatisfied with the Company's response, or indicates dissatisfaction with the NGS's response to the ratepayer with respect to the NGS's services, the Company will inform the ratepayer of the right to file an informal appeal with the Bureau of Consumer Services (BCS) at the Commission and provide the ratepayer with the toll-free telephone number and mailing address of the Commission.
- b. <u>Alleged Slamming Complaints</u> To the extent a ratepayer contacts the Company and alleges that its Supplier has been changed without the ratepayer's consent, the Company shall:
 - i. Consider the matter a ratepayer registered dispute;
 - ii. Investigate and respond to the dispute consistent with the requirements found in §§56.151 and 56.152 (relating to utility company dispute procedures) of the Commission's regulations.
 - iii. Within 10 days of notification or mailing of a utility company report, ratepayer may file an informal complaint with BCS at the Commission.
 - iv. Potential Remedies Available to Ratepayer:
 - 1. If the ratepayer's dispute has been registered within the first two billing periods since the ratepayer should reasonably have known of a change of suppliers and the dispute investigation establishes that the change occurred without the ratepayer's consent, the Company shall return the ratepayer to the previous commodity provider. Further, the ratepayer will not be responsible for any supplier charges rendered during that period and the Company responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision shall only apply to the supplier.
 - Further, the BCS or the Commission may direct that a ratepayer who has had a supplier changed without having consented to that change may be switched back to the original supplier for no additional fee. Any charges involved in the switch back to the prior supplier shall be the responsibility of the Company that initiated the change without the ratepayer's consent.

In addition to ratepayer-specific remedies, the Commission may, after investigation and decision, assess fines pursuant to Chapter 33 of the Public Utility Code, 66 Pa. C.S.§§3301, et seq., and initiate proceedings to revoke the license of any supplier that demonstrates a pattern of violating the Commission regulations. The Commission may order a particular supplier that has a pattern of violating the Commission regulations to obtain written authorization from every new ratepayer as a condition of providing service in this Commonwealth.

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25. REQUEST FOR INFORMATION

- a. Upon ratepayer request, the Company shall provide to its residential and small business ratepayers appliance energy efficiency information that is readily available to the Company.
- b. Upon request, the Company shall provide to a residential or small business ratepayer or the ratepayer's designee, historical billing data, to the extent such information is readily available on Company's billing system. Historical billing data shall be conveyed in Mcf, and associated charges for the current billing period, and for the year preceding the current billing period. The initial request per year shall be provided at no charge to ratepayer.

26. RELEASE OF RATEPAYER INFORMATION

a. The Company shall notify residential and small business ratepayers of its intent to release private ratepayer information before it releases such information to a third party. The notification to ratepayer shall provide a convenient method of notifying the Company of the ratepayer's desire to restrict the release of the private information. Ratepayer shall be permitted to restrict information as specified in this section by returning a signed form, orally or electronically. If the ratepayer changes its election on the restriction of the release of information, the ratepayer must inform the Company in a signed form. The Company shall use its best efforts to ensure that any request or a change in request for restricted information be processed in a timely and expeditious manner.

For all other ratepayers, the Company will not disclose ratepayer information to a third party without the consent of the ratepayer except to the extent necessary to comply with a Commission or court order.

- b. Residential and small business ratepayers may request that the release of its private information be restricted based on one of the following two restrictions:
 - Restrict the release of only the ratepayer's historical billing data in the Company's standard pricing unit, or
 - ii. Restrict the release of all private ratepayer information including name, billing address, service address, rate class, rate sub-class, account number and historical billing data in the Company's standard pricing unit.
 - If ratepayer does not choose to restrict the release of information based on one of the two restrictions above, then all of the ratepayer's private information may be released to a third party except for the telephone number. Telephone numbers may not be released to third parties under any circumstances.
 - iii. Nothing in this section prohibits the Company from performing its mandatory obligations to provide natural gas service as specified in the disclosure statement and in the Public Utility Code.

27. AUTHORIZATION

A ratepayer may identify persons authorized to make changes to the ratepayer's account. To accomplish this, the ratepayer must provide the Company with a signed document identifying, by name, those persons who have the authority to initiate any change to the ratepayer's account, including a change of the ratepayer's NGS.

28. RULES PART OF CONTRACT

These rules (1 to 28, inclusive), insofar as applicable, are hereby made a part of any contract for public utility service provided by the Company.

SUPPLEMENT NO. 78 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 35 CANCELLING ORIGINAL PAGE NO. 35

RULES AND REGULATIONS

29. GAS QUALITY

Gas delivered into the Company's system should be free from oil, water, salt, gum, dust, and other foreign substances that might interfere with the marketability of the gas. Unless otherwise agreed to by the Company, the gas delivered shall contain not less than 967 Btu per cubic foot and shall not exceed 1,100 Btu per cubic foot (as determined by (C) calorimeter test @ 60 degrees Fahrenheit and saturated with water vapor). Gas accepted by the Company that contains less than 967 Btu per cubic foot will be enhanced to ensure that gas delivered by the Company to customers (C) shall meet Commission heating value requirements and the Company may charge for this.

30. OTHER FEES AND SERVICES

The following customer requested services will require a fee as defined below:

Temporary Customer Service Line Installation – If service to a premises would be discontinued due to a customer service line leak and gas service is required to serve essential human needs, the customer or occupant may request the installation of a temporary customer service line. If the Company is able to install such a line, at the occupant's or customer's request, the fee is \$300.

Remote Meter Reading Devices –A remote meter reading device and associated meter can be installed at a customer's premise upon request for the fee of \$80.

Split Load -- If operationally appropriate, a single metered multi-consumer premises can be converted to separate meters attached to a single manifold. This modification is by customer request and will be charged a fee of \$91.

Field Visit Fee – If the customer or their representative schedules a non-emergency field visit and fails to prepare for the Company's arrival, a fee of \$30 may be charged.

Excess Flow Valve – At the Customer's request, the Company will install an excess flow valve. If the customer requests installation of the excess flow valve and the Company has not scheduled the location for a service line replacement or a new service line, or the customer requests the installation prior to the Company's scheduled installation time, the customer shall be responsible for the cost of the materials and installation.

ISSUED: March 16, 2017 EFFECTIVE: May 15, 2017

SUPPLEMENT NO. 65 TO GAS—PA PUC NO. 45 THIRD REVISED PAGE NO. 36 CANCELLING FIRST REVISED PAGE NO. 36

RATE RS RESIDENTIAL SERVICE

AVAILABILITY

This rate is available to residential ratepayers (other than those that the Company determines shall acquire service under Rate GS-SB) located throughout the territory described in the "Description of Territory" in this tariff and shall be applied to consumption for each month determined in accordance with Rule 10.

This rate will be used for provision of supplier of last resort service to residential ratepayers.

RATE TABLE

Customer Charge per meter per month \$13.95

Delivery Charge per Mcf \$3.1330 (D)

The currently effective gas cost charges under Rider B and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per ratepayer per month. In the event of an emergency curtailment in the delivery of gas by the Company to a ratepayer pursuant to Rule 17, or complete or partial suspension of operation by the ratepayer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month will be made for failure to make payment in full, for all charges billed by the Company, within five days after the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the customer charge per meter for additional meters. An example of when such waiver may occur is when the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the ratepayer's load characteristics.

ISSUED: February 29, 2016 EFFECTIVE: March 1, 2016

SUPPLEMENT NO. 65 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 37 CANCELLING ORIGINAL PAGE NO. 37

CUSTOMER ASSISTANCE PROGRAM (CAP)

AVAILABILITY

Rate CAP is a program designed to enroll residential ratepayers who satisfy the criteria set forth below. (C) Please refer to the People's Universal Service and Energy Conservation Plan on file with the PA PUC for a full description of the CAP program terms and conditions.

- 1. Processing and verification by authorized agencies upon referral by the Company's offices, Customer Assistance Referral Evaluation Service (CARES) representatives, other agencies, or BCS.
- 2. Ratepayer of the Company and using natural gas for space heating.
- 3. Annual income no greater than 150 percent of the federal poverty level. The Company will accept a ratepayer's (C) participation in an electric CAP program as verification of income, if the Company is satisfied that the electric company verifies income. For payment purposes, the ratepayers will be defined as follows:
 - a. Group A Ratepayers whose annual income has been verified as being from 0 to 50 percent of poverty.
 - b. Group B Ratepayers whose annual income has been verified as being from 51 to 100 percent of poverty.
 - c. Group C Ratepayers whose annual income has been verified as being from 101 to 150 percent of poverty.
- 4. A ratepayer who meets the eligibility criteria for the Low Income Home Energy Assistance Program-LIHEAP should complete an application for a LIHEAP grant when available.
- 5. The company will monitor the usage of CAP ratepayers on an ongoing basis. Any unjustified excess CAP usage or unjustified CAP credit (designed as the difference between the CAP payment amount, including CAP Plus, and the current charges as billed under Rate RS) that exceeds a maximum of \$1,000 per year will be billed to the CAP ratepayer. An increase in CAP usage or annual CAP credit over \$1,000 may be justified if the CAP ratepayer can demonstrate the household has experienced the addition of a family member; a member of the household experienced a serious illness; energy consumption was beyond the ability of the household to control; or the household is located in housing that is or has been condemned or has housing code violations that negatively affect energy consumption. Before responsibility for the excess CAP usage is imposed on the household, the Company shall notify the customer of the grounds for exemption and assure that the customer has received and understands the grounds for exemption.
- 6. Agreement by ratepayer to apply for any other energy assistance programs, if available, as referred to by the Company.
- 7. Ratepayers will automatically be enrolled in CAP if:
 - a. the ratepayer has defaulted on a payment arrangement, and
 - b. the ratepayer has received a LIHEAP payment within the past two years.

ISSUED: February 29, 2016 EFFECTIVE: March 1, 2016

SUPPLEMENT NO. 96 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 38 CANCELLING FIRST REVISED PAGE NO. 38

CUSTOMER ASSISTANCE PROGRAM (CAP)

RATE TABLE

Ratepayers will pay a specified percentage of their monthly income or \$21/month, whichever is greater. The applicable percentage by Group follows:

Group ¹	<u>Percentage</u>
Α .	8%
В	9%
C	10%

If the ratepayer's monthly CAP payment, as calculated above, exceeds the otherwise applicable monthly budget payment amount, the monthly budget payment amount will be accepted as the CAP payment. The Company will review any ratepayer account where usage exceeds 125% of the ratepayer's annual usage. In cases where the Company determines that the increase in a CAP ratepayer's usage is unjustified, the Company will provide the ratepayer with conservation information, refer the ratepayer to a usage reduction program, and bill the ratepayer for excess usage.

CAP Plus (C)

Effective November 1, 2011, LIHEAP receipts for customers participating in the CAP program for the previous LIHEAP heating season will be divided by the total of (1) current active CAP and E-CAP participants; and (2) the projected average number of CAP and E-CAP participants to be added for the projected quarter to arrive at a calculated CAP Plus amount. The calculated CAP Plus amount, up to a maximum of \$5 per month, will be added to the calculated monthly CAP or E-CAP payment described above for all participating CAP and E-CAP customers.

PAYMENTS TOWARD ARREARAGE

In addition to the ratepayer's obligation under the Rate Table above, the ratepayer also shall make payments of \$2 per month toward any pre-program arrearage.

SURCHARGES

All riders to this tariff, as would otherwise be applicable to Rate RS with the exception of Rider F.

LATE-PAYMENT CHARGES

No late-payment charges shall be applied to arrearages existing at the time the ratepayer begins receiving service under Rate Schedule CAP. Late-payment charges will not be applied during participation in the CAP program.

1/ Defined under Availability Criteria 3.

ISSUED: November 9, 2018 EFFECTIVE: November 10, 2018

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 39

CUSTOMER ASSISTANCE PROGRAM (CAP)

RULES AND REGULATIONS

- 1. Ratepayer must recertify income eligibility annually.
- 2. If, at any time after acceptance into CAP, a ratepayer's family size or income changes, the ratepayer must notify the Company of the change within 30 days of the change. Failure to do so may result in the Company ending the ratepayer's opportunity to receive service under CAP.
- 3. If a ratepayer no longer satisfies the criteria set forth under Availability, with the exception of Item 4, the ratepayer will no longer be eligible to receive service under CAP.
- 4. At the time of application for CAP, the ratepayer will be advised of the importance of timely payments and energy conservation. The CAP screening administrator will review relevant assistance programs and offer help in applying for programs such as weatherization or energy assistance as appropriate. Energy saving tips will be provided and all participants will be advised that usage will be reviewed on an ongoing basis. Unjustified excess CAP usage will be billed to the CAP ratepayer.
- 5. If a ratepayer fails to allow access to the Company's meter or fails to provide meter readings in four consecutive months, the ratepayer will no longer receive service under CAP.
- 6. Failure to make payments will result in the Company returning the participant to the regular collection cycle and may lead to termination of service. To avoid termination, the participant must pay the amount set forth in the termination notice prior to the scheduled termination date.
- 7. A ratepayer whose service has been terminated pursuant to Rule 6 will be required to pay all CAP arrearages prior to reinstatement and will be advised of appropriate energy assistance programs, including LIHEAP, LIHEAP Crisis and Dollar Energy Fund, that are available to assist in restoration of service.
- 8. Ratepayers who have been dropped from CAP for the reasons outlined above will be subject to normal termination procedures. The ratepayer will receive a telephone call and/or a warning letter providing an opportunity to correct the problem before being removed from CAP.

SUPPLEMENT NO. 96 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 39A CANCELLING FIRST REVISED PAGE NO. 39A

PILOT EXTENDED CUSTOMER ASSISTANCE PROGRAM (E-CAP)

This Rate is established as a Pilot and will close for new participation three years after this rate is approved by the Commission. All provisions of Rate CAP will additionally apply to participants of E-CAP.

AVAILABILITY

Rate E-CAP is a program designed to enroll residential ratepayers who satisfy the criteria set forth below.

- a. Ratepayer of the Company, using natural gas for space heating, who has a significant delinquent balance, broken payment arrangement, termination notice or lack of utility service.
 - b. Annual income verified annually as being between 151 and 200 percent of the federal poverty level..
- c. Agreement by ratepayer to apply for any other energy assistance programs, if available, as referred to by the Company and before enrolling in E-CAP.

RATE TABLE

Ratepayers will pay 11% of their monthly income as their E-CAP Payment. If the ratepayer's monthly E-CAP payment exceeds the otherwise applicable monthly budget payment amount, the monthly budget payment amount will be accepted as the E-CAP payment.

CAP Plus (C)

Effective November 1, 2011, LIHEAP receipts for customers participating in the CAP program for the previous LIHEAP heating season will be divided by the total of (1) current active CAP and E-CAP participants; and (2) the projected average number of CAP and E-CAP participants to be added for the projected quarter to arrive at a calculated CAP Plus amount. The calculated CAP Plus amount, up to a maximum of \$5 per month, will be added to the calculated monthly CAP or ECAP payment described above for all participating CAP and E-CAP customers.

PAYMENTS TOWARD ARREARAGE

In addition to the ratepayer's obligation under the Rate Table above, the ratepayer also shall make payments of \$5 per month toward any pre-program arrearage.

SURCHARGES

All riders are applicable to this tariff, as would otherwise be applicable to Rate RS, with the exception of Rider F.

LATE-PAYMENT CHARGES

No late-payment charges shall be applied to arrearages existing at the time the ratepayer begins receiving service under Rate Schedule E-CAP. Late-payment charges will not be applied during participation in the E-CAP program.

ISSUED: November 9, 2018 EFFECTIVE: November 10, 2018

SUPPLEMENT NO. 86 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 40 CANCELLING FIRST REVISED PAGE NO. 40

RATE SGS SMALL GENERAL SERVICE

AVAILABILITY

This rate is available to commercial, industrial, and NGDC ratepayers consuming less than 1,000 Mcf annually (other than those that the Company determines shall acquire service under Rate GS-SB or those that use natural gas as a motor vehicle fuel), located throughout the territory described in the "Description of Territory" in this tariff and shall be applied to consumption for each month determined in accordance with Rule 10.

This rate will be used for provision of supplier of last resort service to all commercial, industrial and NGDC ratepayers.

RATE TABLE

Customer Charge per meter per month:

For Commercial ratepayers with annual consumption less than 500 Mcf \$14.88

For Industrial ratepayers with annual consumption less than

500 Mcf \$20.00

For ratepayers with annual consumption equal to or greater than 500 Mcf but less than 1,000 Mcf

\$27.00

Delivery Charge per Mcf – Commercial Ratepayers \$2.1939

Delivery Charge per Mcf – Industrial Ratepayers \$1.7623

The currently effective gas cost charges under Rider B and all charges under other applicable tariff riders are set forth on the Summary of Rates on page No. 3 of this tariff.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 41

RATE SGS SMALL GENERAL SERVICE (C)

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per ratepayer per month. In the event of an emergency, curtailment in the delivery of gas by the Company to a ratepayer pursuant to Rule 17, or complete or partial suspension of operation by the ratepayer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for commercial ratepayers and 2.00 percent per month for industrial (C) ratepayers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the customer charge per meter for additional meters. An example of when such waiver may occur is when the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the ratepayer's load characteristics.

SUPPLEMENT NO. 86 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 42 CANCELLING FIRST REVISED PAGE NO. 42

RATE MGS MEDIUM GENERAL SERVICE

AVAILABILITY

This rate is available to commercial, industrial, and NGDC ratepayers consuming between 1,000 and 24,999 Mcf annually (other than those that the Company determines shall acquire service under Rate GS-SB or those that use natural gas as a motor vehicle fuel), located throughout the territory described in the "Description of Territory" in this tariff, and shall be applied to consumption for each month determined in accordance with Rule 10.

The Company shall determine the annual consumption of each MGS ratepayer in order to assess the appropriate customer charge. This rate will be used for provision of supplier of last resort service to commercial, industrial, and NGDC ratepayers.

RATE TABLE

Customer Charges:

For commercial and NGDC ratepayers with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf, the charge per meter per month is

\$50.00

For commercial ratepayers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf the charge, per per meter per month is

\$77.00

For industrial ratepayers with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf, the charge, per ratepayer per month is

\$50.00

For industrial ratepayers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf, the charge per per ratepayer per month

\$77.00

Delivery Charge per Mcf – Commercial Ratepayers

\$2.1904

Delivery Charge per Mcf – Industrial Ratepayers

\$1.5243

The currently effective gas cost charges under Rider B and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 43

RATE MGS MEDIUM GENERAL SERVICE

(C)

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per ratepayer per month. In the event of an emergency curtailment in the delivery of gas by the Company to a ratepayer pursuant to Rule 17, or complete or partial suspension of operation by the ratepayer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for commercial ratepayers and 2.00 percent per month for industrial (C) ratepayers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the ratepayer customer charge per meter for additional meters. An example of when this charge may be waived is if the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the load characteristics of the ratepayer.

SUPPLEMENT NO. 86 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 44 CANCELLING FIRST REVISED PAGE NO. 44

RATE LGS LARGE GENERAL SERVICE

AVAILABILITY

This rate is available to commercial, industrial, and NGDC ratepayers consuming greater than 25,000 Mcf annually (other than those that the Company determines shall acquire service under Rate GS-SB or those that use natural gas as a motor vehicle fuel), located throughout the territory described in the "Description of Territory" in this tariff, and shall be applied to consumption for each month determined in accordance with Rule 10.

The Company shall determine the annual consumption of each LGS ratepayer in order to assess the appropriate customer charge. This rate will be used for provision of supplier of last resort service to commercial, industrial, and NGDC ratepayers.

RATE TABLE

than 200,000 Mcf

Delivery Charge per Mcf

Commercial Ratepayers: Customer Charge per meter per month:

For ratepayers with annual consumption equal to or greater

monur.	
For ratepayers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf	\$443.00
For ratepayers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf	\$545.00
For ratepayers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf	\$793.00
For ratepayers with annual consumption equal to or greater than 200,000 Mcf	\$1,215.00
Delivery Charge per Mcf	\$2.3913
Industrial Ratepayers: Customer Charge per ratepayer per month	
For ratepayers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf	\$443.00
For ratepayers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf	\$545.00
For ratepayers with annual consumption equal to or greater than 100,000 Mcf by less than 200,000 Mcf	\$1,144.00

The currently effective gas cost charges under Rider B and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

\$2,009.00

\$1.7553

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 45

RATE LGS LARGE GENERAL SERVICE

(C)

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per ratepayer per month. In the event of an emergency curtailment in the delivery of gas by the Company to a ratepayer pursuant to Rule 17, or complete or partial suspension of operation by the ratepayer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for commercial and NGDC ratepayers and 2.00 percent per month for industrial ratepayers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the ratepayer customer charge per meter for additional meters. An example of when this charge may be waived is if the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the load characteristics of the ratepayer.

SUPPLEMENT NO. 55 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 46 CANCELLING FIRST PAGE NO. 46

RATE GS-T GENERAL SERVICE - TRANSPORTATION

AVAILABILITY

This service is available to provide for the delivery of transportation volumes to residential, commercial, (other than those that use natural gas as a motor vehicle fuel), industrial, and natural gas distribution company ratepayers regulated by the Commission. Priority-one customers (as defined in Rule 17), must purchase standby service in accordance with the terms and conditions of GS-SB.

RULES AND DELIVERY TERMS

- (1) The entity to whom the Company delivers the transported gas shall be considered the ratepayer under this rate schedule. The ratepayer is responsible for paying the Company's bill unless the Company agrees to receive payment from a third party.
- (2) Any ratepayer consuming less than 500 Mcf per year who wishes to acquire transportation service may do so as long as the ratepayer agrees to collectively pool supplies for balancing purposes on the Company's System, in order to make provision of transportation service to these small consumers administratively feasible.
- (3) A single-entity ratepayer is a ratepayer with multiple meters and/or multiple locations within the Company's service territory which, in the sole determination of the Company, shall be recognized as one ratepayer for administrative purposes. Any retail or standby service shall be billed as if an equal amount of gas passed through each meter of the single-entity ratepayer each month. Only one bill will be issued each month to a single-entity ratepayer.
- (4) The ratepayer will pay for any investment costs required to receive the ratepayer's gas into the Company's system at agreed-upon transportation gas receipt points. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.
- (5) A Transportation Agreement, as prepared by the Company, must be executed by the ratepayer(s) with competitive alternatives to whom Rate GS-T is made available at less than maximum rate. This Agreement shall be for a minimum term of one year, unless the Company agrees otherwise. This Agreement may set forth the maximum daily volumes that may be transported and other negotiated conditions of service.
- (6) This service will be provided by the Company only if the ratepayer provides gas of reasonable quality to the Company. The volumes, pressures, and receipt points will be agreed upon by the parties in advance and set forth in the Transportation Agreement or in the Company's pooling agreement with the NGS providing gas supply service to the ratepayer.
- (7) Unless otherwise agreed, the ratepayer is responsible for all arrangements required to acquire and to deliver the ratepayer's gas to the receipt points set forth in the Transportation Agreement.
- (8) On those days when the transportation gas of an individual industrial ratepayer who uses at least 50,000 Mcf annually is not received into the Company's system at its nominated level, or if the said transportation ratepayer has failed to arrange for deliveries to be made into the Company's system on its behalf, and the Company determines that it may not be able to satisfy all the demands of its firm retail and transportation ratepayers without exceeding its pipeline contract level, then the Company may declare an "upset day."

On an upset day, those ratepayers described in this subparagraph No. 8, whose transportation volumes are not received at all or at the nominated level into the Company's system shall be restricted to the following consumption levels:

1) Transportation gas volumes received by the Company on the ratepayer's behalf on that day; and (C)

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

SUPPLEMENT NO. 95 TO GAS—PA PUC NO. 45 TENTH REVISED PAGE NO. 47 CANCELLING NINTH REVISED PAGE NO. 47

RATE GS-T GENERAL SERVICE - TRANSPORTATION

RULES AND DELIVERY TERMS (Continued)

2) All standby volumes contracted for the month by the ratepayer.

Transportation ratepayers whose nominated daily volume are received in whole by the Company shall not be affected by the provisions in this subparagraph No. 8.

At least six hours prior to the beginning of an "upset day," the utility will provide notice to any one of three persons designated by the ratepayer. After contact is attempted by the Company with the three persons designated by the ratepayer, the Company will be deemed to have satisfied its notice obligations.

- (9) Unless otherwise agreed under paragraph (17) below, the Company will arrange its utilization of available capacity by endeavoring to fairly accommodate, to the extent practicable, the interests of its retail and transportation ratepayers.
 - a. Available System Capacity for Transportation Service: Capacity for the transportation of ratepayer-owned gas is available on the Company's system to the same extent as capacity is available for the general system supplies that the Company acquires for its retail ratepayers, except where operational constraints may require otherwise. Those operational constraints can include the safety of persons or property and the displacement of locally produced or purchased retail gas supplies.
 - b. Actual Unavailability of or Restrictions on Capacity: In the event that capacity on the Company's system either is unavailable for the transportation of ratepayer-owned gas or is available but restricted, the Company will provide its transportation ratepayer or the ratepayer's designated representative with a written explanation of why capacity is unavailable or restricted and the steps examined by the Company to alleviate the unavailability or restriction. Where capacity is restricted, the Company will allocate capacity to its transportation ratepayers without regard to the sources of the ratepayers' natural gas supplies.
 - c. Anticipated Unavailability of or Restrictions on Capacity: Whenever the Company anticipates that an extraordinary activity or occurrence will make capacity either unavailable or available but restricted, the Company will provide written notice to Pennsylvania producers, as early as possible, of the specific portions of the Company's system on which capacity may be unavailable or available but restricted and of the length of time that the unavailability or restriction likely will last.
- (10) As soon as practical after the ratepayer learns of any disruption or interruption in its supply of gas, the ratepayer shall notify the Company.
- (11) The measurements at the point of receipt and delivery shall be the responsibility of the Company. All quantities of gas received, transported, and delivered shall be expressed in terms of "Mcf." A ratepayer's gas received by the Company in Btus will be converted to Mcf using the current applicable conversion factor as determined annually in the Company's 1307(f) proceeding.
- (12) The Company shall retain 6.6 percent of the total volume of gas received into its system on behalf of all ratepayers as gas used in Company operations and for unaccounted-for gas under Transportation Agreements that have been or are entered into pursuant to this rate, except in the following circumstances, where the Company may exercise its discretion to waive retainage in conjunction with a positive cost/benefit analysis:

SUPPLEMENT NO. 55 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 48 CANCELLING FIRST PAGE NO. 48

RATE GS-T GENERAL SERVICE - TRANSPORTATION

RULES AND DELIVERY TERMS (Continued)

- 1) If ratepayer can obtain alternate transportation service via direct bypass;
- 2) If ratepayer receives transportation service through Company-owned facilities which do not produce the retainage percentage set forth in this rate schedule;
- 3) If ratepayer has a competitive offer from a non-PUC-jurisdictional entity;
- 4) If ratepayer can demonstrate economic development or job retention considerations are present; or
- 5) If ratepayer has a bona fide competitive offer from an alternative energy source.

As used in this rate schedule, "alternative energy source" shall not include natural gas service from other Natural Gas Distribution Companies.

- (13) Ratepayer-owned locally produced gas received into the Company's system will be available as nominated by the (C) ratepayer or his agent in the current month. Nominations will be accepted if determined to be reasonable by the Company. Reconciliation of the actual volumes delivered to the Company's system to nominated volumes will be (C) made in the first month available.
- (14) Monthly Balancing Provisions Applicable to Rate GS-T Customers Not Served by a Pool (C)

The Company will bank for one month following the month that the ratepayer's gas is available for the ratepayer's use, up to 3.5 percent of the volumes delivered on the ratepayer's behalf (net of the payback of advanced gas). Banked gas shall precede current deliveries of gas through the ratepayer's meter during the month following the banking period. The Company will balance ratepayer's daily deliveries with ratepayer's actual daily consumption during the month. The Company will advance up to 3.5 percent of the volumes received on the ratepayer's behalf in any month. The first gas received on the ratepayer's behalf in the succeeding month will be deemed the payback of advanced gas. Any (C) difference between the ratepayer's consumption and deliveries shall be subject to the following charges:

Negative Monthly Imbalance - A negative imbalance fee will be assessed on consumption by the ratepayer in excess of gas deliveries plus gas advanced and any contracted for standby service. The negative imbalance volume will be sold by the Company at the highest Midpoint price published in Platts, Gas Daily publication, under the heading (C) Appalachia, Dominion, South Point for the month multiplied by 115%. Volumes sold by the Company are subject to applicable taxes.

Positive Monthly Imbalance - If the ratepayer fails to use at least 96.5 percent of the volumes delivered to the Company on ratepayer's account in any month, then the Company may buy the gas which has remained in the bank longer than the banking period or in excess of the amount used and banked in the month from the ratepayer. The positive imbalance volume will be purchased by the Company at the lowest Midpoint price published in Platts, Gas Daily (C) publication, under the heading Appalachia, Dominion, South Point for the month multiplied by 85%.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

SUPPLEMENT NO. 95 TO GAS—PA PUC NO. 45 TENTH REVISED PAGE NO. 49 CANCELLING NINTH REVISED PAGE NO. 49

RATE GS-T GENERAL SERVICE - TRANSPORTATION

RULES AND DELIVERY TERMS (Continued)

A balancing charge will be assessed against each Mcf of gas transported at \$0.3848 per Mcf for small and medium general service ratepayers and \$0.0812 per Mcf for large general service ratepayers. This rate will be (D) recalculated in each of the Company's annual 1307(f) gas cost proceedings.

The balancing charge will not be assessed if (1) the ratepayer is already paying the standby charge under Rate Schedule GS-SB on the same volumes or (2) if the ratepayer or pool can match its supply and actual consumption on a daily basis in a manner satisfactory to the Company.

- (15) Backup service is available to ratepayers under this rate schedule only under Rate GS-SB, unless the ratepayer qualifies for service under Rate CER or unless otherwise agreed under paragraph (17) below.
- (16) The Company reserves the right, as a condition of service under this rate schedule, to require any ratepayer requesting service under this rate schedule to install and bear the costs of enhanced metering capability. The Company also reserves the right to require installation of such metering capability, at the ratepayer's expense, as a condition of continuation of service under this rate schedule.
- When the ratepayer purchasing service under this rate is using natural gas for generating power or steam for use by third parties, ratepayer and the Company shall enter into a separate (operating) agreement by which the ratepayer and the Company will agree to, among other things, set limits on hourly or daily consumption; require provision of notice of ratepayer's specific plans concerning intent to consume natural gas, the volume that will be used, the time period of which such consumption will occur, and when usage will end; establish criteria for interruption of all or part of ratepayer's planned consumption, whether through transportation or retail service; establish penalties for failure of ratepayer to adhere to agreed-upon usage levels or to interrupt consumption as agreed upon by the parties; and agree upon the availability of retail service. In negotiating the rate for provision of transportation service under Rate GS-T with a ratepayer using natural gas to generate power or steam, the parties may agree to establish fixed levels of minimum daily, monthly, or annual consumption for which ratepayer shall pay the negotiated rate regardless of actual consumption.
- (18) The Company will from time to time make pipeline capacity available for release to transportation ratepayers. Each release transaction will be made in accordance with and subject to applicable pipeline tariff requirements and necessary regulatory requirements.

(I)Indicates Increase (D)Indicates Decrease

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 50

RATE GS-T GENERAL SERVICE - TRANSPORTATION

RATE TABLE

<u>Customer Charge</u> - The Company shall determine the annual consumption of each General Service ratepayer in order to assess the appropriate customer charge.

\$13.95	Customer Charge per month per meter for all Residential ratepayers.	(1)
\$14.88	Customer Charge per month per meter for all Commercial or NGDC ratepayers consuming less than 500 Mcf annually.	(1)
\$20.00	Customer Charge per month per ratepayer for Industrial ratepayers consuming less than 500 Mcf annually.	(D)
\$27.00	Customer Charge per month per meter for Commercial or NGDC ratepayers with annual consumption equal to or greater than 500 Mcf but less than 1,000 Mcf.	(I)
\$27.00	Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to or greater than 500 Mcf but less than 1,000 Mcf.	(D)
\$50.00	Customer Charge per month per meter for Commercial or NGDC ratepayers with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf.	(I)
\$50.00	Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf.	(D)
\$77.00	Customer Charge per month per meter for Commercial Service - Large or NGDC ratepayers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf.	(I)
\$77.00	Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf.	(I)
\$443.00	Customer Charge per month per meter for Commercial, or NGDC ratepayers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf.	
\$443.00	Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf.	
\$545.00	Customer Charge per month per meter for Commercial or NGDC ratepayers with annual consumption equal to or greater than 50,000 but less than 100,000 Mcf	(1)
\$545.00	Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf.	
\$793.00	Customer Charge per month per meter for Commercial or NGDC ratepayers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf.	(I)
\$1,144.00	Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf.	on

SUPPLEMENT NO. 65 TO GAS—PA PUC NO. 45 FOURTH REVISED PAGE NO. 51 CANCELLING SECOND PAGE NO. 51

RATE GS-T GENERAL SERVICE - TRANSPORTATION

(Continued)

\$1,215.00 Customer Charge per month per meter for Commercial or NGDC ratepayers with annual

consumption greater than 200,000 Mcf annually.

\$2,009.00 Customer Charge per month per ratepayer for Industrial ratepayers with annual consumption equal to

or greater than 200,000 Mcf.

<u>Delivery Charge</u>, <u>Per Mcf</u> - the delivery charge will be negotiated by the Company and the ratepayer and expressed in the Transportation Agreement.

The following is the maximum charge per Mcf for transportation service:

For Residential Service Ratepayers	\$3.1330	(D)

For Small General Service Commercial and NGDC Ratepayers \$2.1939

For Small General Service Industrial Ratepayers \$1.7623

For Medium General Service Commercial and NGDC Ratepayers \$2.1904

For Medium General Service Industrial Ratepayers \$1.5243

For Large General Service Commercial and NGDC Ratepayers with

annual consumption equal to or greater than 25,000 Mcf. \$2.3913

For Large General Service Industrial Ratepayers with annual consumption equal or greater to 25,000 Mef

consumption equal or greater to 25,000 Mcf. \$1.7553

The delivery charge will be assessed on all volumes at the time of delivery to the ratepayer, including current transportation and storage volumes withdrawn and delivered to the Company. A transportation standby charge (C) will be applicable to all volumes transported under Rate Schedule GS-T for Priority One ratepayers (refer to Rate Schedule GS-SB).

The currently effective gas cost charges under Rider B and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for residential ratepayers will be made for failure to make payment in full for all charges billed by the Company within five days after the due date shown on the bill. A late-payment charge of 2.00 percent per industrial ratepayers and 1.50 percent per month for commercial and NGDC ratepayers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges. The overdue portion of the bill may include NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff.

ISSUED: February 29, 2016 EFFECTIVE: March 1, 2016

SUPPLEMENT NO. 29 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 52 CANCELLING ORIGINAL PAGE NO. 52

RATE GS-T GENERAL SERVICE - TRANSPORTATION

SURCHARGES

All applicable riders to this tariff.

CURTAILMENT

Service under this rate may be curtailed when gas supply shortages force the Company to invoke emergency curtailment provisions pursuant to Tariff Rule No. 17 because gas supply to Priority-One ratepayers is threatened. Under this circumstance, the transportation ratepayer must agree to sell its gas supply to the Company at either the ratepayer's city gate price or at the Company's average gas cost contained in the prevailing 1307(f) rate applicable to that class of ratepayer, whichever is greater, to be used to supply the needs of Priority-One ratepayers.

LIABILITY

- 1. The Company shall not be liable for disruption of service under this rate or loss of gas of the ratepayer as a result of any steps taken to comply with any law, regulation, or order of any governmental agency with jurisdiction to regulate, allocate, or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation, or order.
- 2. Gas shall be and remain the property of the ratepayer while transported and delivered by the Company. The ratepayer shall be responsible for maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.
- 3. The Company shall not be liable for any loss to the ratepayer arising from or out of service under this rate, including loss of gas in the possession of the Company or any other cause, except upon gross negligence or willful misconduct of the Company's own employees or agents. The Company reserves the right to commingle gas of the ratepayer with that of other NGS.
- The Company will not be liable for disruption along upstream pipelines, or disruption caused by the Company's inability to physically receive the gas.
- 5. If service furnished pursuant to this rate is disrupted, the Company will notify the ratepayer as soon as it is reasonably practicable. If delivery of volumes is disrupted for any of the above reasons, the Company shall not be liable for delivering said volumes at a later date.

ARRANGEMENT OF INTERSTATE TRANSPORTATION

At the request of a ratepayer, other than an NGDC, the Company will act as its agent for arranging transportation of ratepayer-owned gas by an interstate pipeline(s). The Company will bill the ratepayer the applicable pipeline tariff rate(s) for any interstate transportation billed to the Company in its role as ratepayer's agent for arranging interstate transportation.

ACCESS TO STORAGE SERVICE

(C)

The Company shall provide Non-Priority One ratepayers and suppliers with access to storage capacity held by the Company on the Allegheny Valley Connector ("AVC") system, an interstate pipeline system subject to the regulation of the FERC,that was previously provided under Rate ST and ST-SW. Non-Priority One ratepayers and suppliers shall have the annual option to accept all or a portion of such access to storage capacity offered by the Company. Unless Company and ratepayer agree otherwise, Company shall not release more than 1/12th of the ratepayer's annual usage. The Company shall assign and release such capacity to Non-Priority One ratepayers or suppliers at an equivalent storage rate of \$0.83/Mcf. Company's release of such capacity shall, in all respects, be in accordance with the FERC Gas Tariff governing service on the AVC system and the applicable rules and regulations of FERC regarding the release of capacity, including FERC's posting and bidding requirements. The Non-Priority One ratepayer or supplier is responsible for paying the pipeline for the capacity assigned under these provisions, which payments shall include all applicable surcharges for service on the AVC system. The Company shall not reimburse the Non-Priority One ratepayer or supplier for these pipeline capacity charges.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 EIGHTEENTH REVISED PAGE NO. 53 CANCELLING SEVENTEENTH REVISED PAGE NO. 53

RATE GS-SB GENERAL SERVICE - STANDBY

AVAILABILITY

This service is available to transportation service ratepayers served under Rate GS-T and/or ratepayers who need or use the Company as backup service to service from an alternate supplier.

RULES AND DELIVERY TERMS

Priority-One Transportation Ratepayers

Priority One ratepayers must pay for standby service through a transportation standby charge applicable to all volumes transported under Rate Schedule GS-T. Backup service for Priority-One ratepayers shall be provided pursuant to the applicable retail rate schedules.

Non-Priority-One Transportation Ratepayers

The ratepayer may execute a Standby Contract for a specified monthly volume. The term of the Standby Contract will be a minimum period of not less than one year. Ratepayers that execute a Standby Contract will pay for standby service through a capacity charge applicable to contracted for monthly volumes and through a standby commodity charge applicable to all standby volumes actually purchased under Rate Schedule GS-SB.

Back-up Standby Service

If a ratepayer is using the Company as back-up service to service from an alternative supplier, the Company shall charge the ratepayer the standby service fees set forth in the rate table below. The Company reserves the right to determine when and the level to which a ratepayer is using the Company as a backup supplier. In situations where the alternative supply is from local well production and before the Company provides backup standby service under the terms of this rate schedule, the Company shall have the right to inspect the pipeline and related facilities of the ratepayer and require that the ratepayer install, at its own expense, any necessary equipment to protect the integrity and safe operation of the Company's system.

RATE TABLE

Capacity Charges Applicable under the Rate Schedule:

RS Capacity Charge per Mcf	\$0.9953	(D)
SGS Capacity Charge per Mcf	\$0.9953	(D)
MGS Capacity Charge per Mcf	\$0.9953	(D)
LGS Capacity Charge per Mcf	\$0.9953	(D)

Standby Charges for Priority One Transportation Ratepayers

For ratepayers that pay the capacity charge, the Company may release pipeline capacity, the terms of which will be pursuant to the capacity-release terms of the Company's Supplier tariff and this rate schedule.

Priority-One ratepayers who take service under this rate schedule, or their agents, must take assignment of a prorata or other agreed upon share of the pipeline and storage capacity and Pennsylvania produced gas supplies ("assigned capacity") that would otherwise be utilized by the Company to meet the ratepayer's service requirements. Assigned capacity shall be subject to recall pursuant to the conditions described in the Company's Supplier Tariff, in which case the Company will provide for the delivery of necessary gas supplies pursuant to the terms of this rate schedule. More specific terms with respect to capacity assignment requirements may be set forth in the Company's Supplier Tariff and in its contracts with Priority One NGSs. However, such additional terms with respect to capacity assignment requirements shall be subject to review in the Company's annual Section 1307(f) proceeding.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 54

RATE GS-SB GENERAL SERVICE - STANDBY (C)

RATE TABLE (continued)

Standby Charges For Non Priority One Ratepayers With a Standby Contract

Standby volumes delivered to the ratepayer will be billed at the applicable supplier of last resort rates, excluding the pipeline demand component that has been paid through the capacity charge up to the contracted for monthly volumes in the standby contract. Volumes consumed in excess of contracted for volumes will be billed using the imbalance fee formula shown in Rate GS-T, paragraph 13, plus applicable taxes.

Ratepayers Using The Company as a Back-up Supplier

Any ratepayer using the Company as back-up service to service from an alternative supplier shall be subject to the charges set forth below. The following charges shall be assessed in lieu of any other standby charges applicable under this rate schedule.

Monthly Capacity Charge – In order to recover demand related purchased gas costs incurred by the Company, the ratepayer shall be charged a monthly capacity charge equal to the ratepayer's projected annual natural gas usage divided by twelve and multiplied by the capacity charges set forth above in this Rate Table. The projected annual natural gas usage shall reflect the estimated volumes assuming that all of the ratepayer's natural gas consumption is served by the Company. The Company may waive this fee if the ratepayer is receiving gas supplies from a NGS and the ratepayer can demonstrate that its NGS has agreed to serve its peak day usage requirements. This charge will be assessed instead of the Capacity Charge applicable under other rate schedules.

<u>Standby Customer Charge</u> – In order to recover the fixed non-purchased gas charges incurred by the Company, the ratepayer shall be charged a standby customer charge on a monthly basis. The standby customer charge shall be the higher of the applicable charge set forth below or the ratepayer's Monthly Customer Charge otherwise applicable under other rate schedules.

- \$ 34.00 per month per meter for all Residential ratepayers.
- \$ 41.00 per month per meter for Commercial or NGDC ratepayers with usage less than 1,000 Mcf/yr
- \$ 41.00 per ratepayer per month for Industrial ratepayers with usage less than 1,000 Mcf/yr.
- \$ 72.00 per month per meter for Commercial or NGDC ratepayers with usage of 1,000 to 24,999 Mcf/yr
- \$ 72.00 per ratepayer per month for Industrial ratepayers with usage of 1,000 to 24,999 Mcf/yr,

For Commercial, Industrial or NGDC ratepayers with usage greater than 25,000 Mcf/year, the appropriate (C) standby customer charge shall be the higher of \$146 or the ratepayer's Monthly Customer Charge otherwise applicable under other rate schedules.

SURCHARGES - All applicable riders to this tariff.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 55

RATE GS-SB GENERAL SERVICE - STANDBY

(Continued)

A late-payment charge of 1.50 percent per month for residential ratepayers will be made for failure to make payment in full for all charges billed by the Company within five days after the due date shown on the bill. A late-payment charge of 1.50 percent per month for commercial and NGDC ratepayers and 2.00 percent for industrial ratepayers will be made (C) for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 56

RATE NGPV

NATURAL GAS POWERED VEHICLES

AVAILABILITY

This rate schedule applies to use of natural gas retail or transportation service as a motor vehicle fuel to the operator of a public fueling station.

RULES AND DELIVERY TERMS

If transportation service is provided hereunder, the applicable rules and delivery terms under rate schedule GS-T apply.

RATES

Retail or Transportation service provided to an operator of a public fueling station, shall be made pursuant to a contract for service under this rate schedule. The contract may provide for a negotiated customer charge and either a fixed commodity charge or a methodology for determining the commodity charge.

If retail service is provided hereunder, the negotiated rate shall be no lower than the Company's average cost of gas, as determined from the Company's Section 1307(f) gas cost calculation. Any gas cost revenue collected as a result of providing retail service under this rate schedule will be reflected in the company's 1307(f) mechanism.

Gas purchased under this rate schedule shall be separately metered and not used interchangeable with gas purchased under any other schedule.

SURCHARGES

All applicable riders to this tariff.

LATE PAYMENT CHARGE

A late-payment charge of 1.50 percent shall be applied for failure to make payment in full, for all charges billed by the Company, by the due date shown on the bill.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

SUPPLEMENT NO. 95 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 57 CANCELLING FIRST REVISED PAGE NO. 57

RATE GS – GATHERING SERVICE (C)

AVAILABILITY

Service under this rate schedule is available to any party desiring to deliver conventional well gas directly into the Company's system, provided that there exists: (1) a gas purchase agreement with the Company or an executed Rate GS Service Agreement; and (2) compliance with the provisions of this Rate Schedule and with all other provisions of this Tariff.

RATES

All volumes of gas received at any point under this service will be subject to a 2.0% retainage rate.

TERM

The term for service shall be a minimum of one (1) year from the commencement of deliveries of gas supplies.

CHARACTER OF SERVICE

The Company's only obligation under this Rate Schedule shall be to receive gas from any conventional well and to permit that gas to flow against the existing pressure in the Company's facilities. The Company shall not be obligated to lower such line pressure by compression or otherwise to accommodate receipts from local producers under this Rate Schedule.

Service under this Rate Schedule shall be subject to Operational Flow Orders pursuant to Section 22 of the Rules and Regulations of this Tariff. Nothing in this Rate Schedule shall limit the Company's right to interrupt service or to take other action as may be required to alleviate conditions which threaten the integrity of its system.

(C) Indicates Change.

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 29 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 58
	CANCELLING ORIGINAL PAGE NO. 58
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ISSUED: December 17, 2013	EFFECTIVE: December 18, 2013

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 29 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 59 CANCELLING ORIGINAL PAGE NO. 59
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ISSUED: December 17, 2013	EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 60

RATE CER COMPETITIVE ENERGY RATE

AVAILABILITY

This Rate Schedule CER - Competitive Energy Rate is a firm service available in the Company's sole discretion to residential, commercial, and industrial ratepayers who would not request service from the Company but for the availability of service under this rate and whose competitive options are not solely limited to other NGDCs.

RULES AND DELIVERY TERMS

Any qualified ratepayer taking service under this Rate Schedule shall do so by agreement.

The agreement shall set forth the percentage of consumption to be made available under this rate schedule. Volumes taken by the ratepayer in excess of the percentage specific on this contract shall be billed at applicable retail rates.

The magnitude of service hereunder shall not exceed that service replaced or subject to replacement.

RATE

The rate will be negotiated between the ratepayer and the Company and may be subject to periodic redetermination. The negotiated rate shall be no lower than the Company's commodity cost of gas, as determined from the Company's Section 1307(f) gas cost calculation.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 2 percent per month for industrial ratepayers and 1.50 percent for commercial ratepayers will be made for failure to make payment in full, for all charges billed by the Company, by the due date shown on the bill. A late-payment charge of 1.50 percent per month for residential ratepayers will be made for failure to make payment in full within five days after the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

SUPPLEMENT NO. 90 TO GAS—PA PUC NO. 45 SIXTH REVISED PAGE NO. 61 CANCELLING FIFTH REVISED PAGE NO. 61

RIDER A STATE TAX SURCHARGE

There shall be added to gas bills rendered by the utility for retail gas service a surcharge of (0.23)% percent applied to the maximum delivery charge under tariff rate schedules Rate RS, Rate SGS, Rate MGS, Rate LGS, Rate GS-T, and Rate NGPV to reflect changes and new taxes imposed by the General Assembly.

The utility will recompute this surcharge whenever any of the tax rates used in calculation of the surcharge are changed. Any recomputation of this surcharge will be submitted to the Commission within ten days after the occurrence of the event or date which occasions such computation. If the recomputed surcharge is less than the one then in effect, the utility will, and if the recomputed surcharge is more than the one then in effect, the utility may, accompany such recomputation with a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be ten days after filing.

ISSUED: March 30, 2018 EFFECTIVE: April 10, 2018

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 TWENTY-NINTH REVISED PAGE NO. 62 CANCELLING TWENTY-EIGHTH REVISED PAGE NO. 62

RIDER B RECOVERY OF PURCHASED GAS COSTS (1307(f) RATES)

COMPUTATION OF PURCHASED GAS COSTS

The purchased gas cost rates for Residential, Commercial, and Industrial Service ratepayers shall be computed to the nearest one-hundredth cent (0.01¢) in accordance with the formula set forth below:

Demand = <u>DC- B - DOU</u>

S+P1AC+SBC

Commodity = $\frac{\text{CC-R}}{\text{CO-R}}$

S+SBR

Over/Under Collection = E

S+SBR+MR

AVC Capacity = <u>AVC-AVCOU</u>

S+P1AC+NP1

(For definitions of "AVC", "DC", "CC", "E", "S", "SBC", "NP1", P1AC", "R", "B", and "DOU" refer to Section below this rider).

The purchased gas cost rates are as follows:

SALES	Capacity Charge –	Gas Cost	Natural Gas Supply	AVC Capacity
Rate Schedule	Demand 1/	Adjustment Charge	Charge –	Charge 1/
		– (Over)/Under	Commodity	
		Collection		
Rate RS	\$0.9953 (D)	(\$0.0372) (D)	\$3.8865 (I)	\$0.6225
Rate SGS	\$0.9953 (D)	(\$0.0372) (D)	\$3.8865 (I)	\$0.5745
Rate MGS	\$0.9953 (D)	(\$0.0372) (D)	\$3.8865 (I)	\$0.3750
Rate LGS	\$0.9953 (D)	(\$0.0372) (D)	\$3.8865 (I)	\$0.2151

TRANSPORTATION	Capacity Charge	AVC Capacity Charge 1/
P1 Rate Schedule		
GS-T Residential	\$0.9953 (D)	\$0.6225
GS-T Commercial SGS	\$0.9953 (D)	\$0.5745
GS-T Commercial MGS	\$0.9953 (D)	\$0.3750
GS-T Commercial LGS	\$0.9953 (D)	\$0.2151

TRANSPORTATION	AVC Capacity Charge 1/
NP1 Rate Schedule	
GS-T Commercial SGS	\$0.5745
GS-T Industrial SGS	\$0.5745
GS-T Commercial MGS	\$0.3750
GS-T Industrial MGS	\$0.3750
GS-T Commercial LGS	\$0.2151
GS-T Industrial LGS	\$0.2151

1/ The AVC Capacity Charge will be subject to adjustment through the ongoing 1307(f) mechanism as a result of a modernization and compliance tracker for system improvements on the AVC system.

(continued)

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 55 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 63 CANCELLING FIRST PAGE NO. 63

RIDER B

RECOVERY OF PURCHASED GAS COSTS (1307(f) RATES)

DEFINITIONS

"AVC" The projected capacity costs associated with the Allegheny Valley Connector Interstate Pipeline

System.

"AVCOU" Experienced net overcollection or undercollection of the AVC Capacity costs.

"DC": The projected demand or capacity cost of purchased gas (excluding AVC Capacity Charges).

"CC": The projected commodity cost of purchased gas.

"DOU" Experienced net overcollection or undercollection of the demand or capacity cost (excluding the AVC

Capacity Charges) of purchased gas, including any interstate pipeline refunds of demand costs. Any

changes in demand costs will be reflected in this calculation.

"E": Experienced net overcollection or undercollection of the commodity cost of purchased gas¹.

"S": Projected retail sales in Mcf during the application period.

"NP1" Projected volumes in Mcf for NP-1 transportation ratepayers and any ratepayer served by a NP-1

Supplier.

"P1AC" Projected volumes in Mcf for P-1 transportation ratepayers who are assigned capacity.

"SBC": Projected contracted standby volumes in Mcf by NP-1 transportation ratepayers.

"SBR": Projected retail commodity standby volumes in Mcf.

"R": Shared (savings) or costs for demand charge recovery from the capacity-release program.

"B": Balancing recovery. (C)

"MR": Projected transportation volumes, in Mcf, subject to Rider D.

"Projected" refers to the twelve-month period beginning with October 1 of the year that the calculation is made.

<u>ADJUSTMENT TO BASE RATES</u> Whenever a change occurs in the calculation rates for collection of purchased gas costs, a corresponding change will occur in the base rates of applicable rate schedules.

FILING WITH THE COMMISSION

The Company shall meet all the filing requirements set forth in the regulations implementing Section 1307(f) of the Public Utility Code.

REPORTING REQUIREMENTS

The Company shall file quarterly reports within thirty (30) days following the conclusion of each computation year quarter. These reports will be in such form as the Commission shall have prescribed.

¹Interest will be applied in accordance with the applicable law.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

SUPPLEMENT NO. 62 TO GAS—PA PUC NO. 45 FIRST REVISED PAGE NO. 63A CANCELLING ORIGINAL PAGE NO. 63A

RIDER B AVC CAPACITY CHARGE

The AVC Capacity Charge is applicable to all ratepayers with the exceptions defined below under Discounted Rate Customers and relates to the recovery of capacity costs incurred by the Company for firm transportation and storage service provided on the Allegheny Valley Connector ("AVC") System. The AVC system represents certain transmission and storage assets formerly owned and operated by the Company that are necessary to provide services by the Company to its customers. Upon Commission approval and implementation of the AVC Capacity charge, all ratepayers shall receive an initia and one-time reduction to rates related to the elimination of costs for the transmission and storage assets formerly owned and operated by the Company.

The AVC Capacity Charge shall recover fixed demand charges and applicable surcharges assessed to the Company under the FERC Gas Tariff for firm transportation and storage services on the AVC System. The AVC Capacity Charge shall be adjusted to reflect ongoing changes in charges assessed to the Company. The AVC Capacity Charge shall not recover fixed demand charges related to storage capacity on the AVC system that is released to and paid for by Non-Priority One ratepayers or suppliers. Applicable volumetric and fuel charges for service on the AVC System shall not be recovered through the AVC charge and such charges shall be paid for by the shipper utilizing the AVC capacity.

RATES

Refer to page 62 for the currently effective AVC Capacity Charge rates.

These rates will be recalculated on an annual basis in conjunction with the other Rider B costs and reported on as (C) applicable in the annual filing as required in the regulations implementing Section 1307(f) of the Public Utility Code. (C) The rates shall be calculated by customer class based on the results of the allocation factors set forth below and applicable billing determinants for each class.

ALLOCATION OF AVC CAPACITY COSTS

The fixed demand and applicable surcharges assessed to the Company for services on the AVC system shall be allocated to customer classes based on the allocation factors below.

The AVC Capacity Charge allocation factors are as follows:

Rate Class	<u>Allocation</u>
Residential	66.25%
SGS	11.94%
MGS	12.99%
LGS	8.82%

The Company will review the appropriateness of the AVC Capacity Charge allocation factors on an annual basis and such factors will be subject to review in the Company's 1307(f) gas cost proceeding.

ANNUAL RECONCILIATION

The AVC Capacity Charge costs will be subject to over/undercollection tracking and reconciled annually.

SUPPLEMENT NO. 29 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 63B

RIDER B

AVC CAPACITY CHARGE (continued)

DISCOUNTED RATE CUSTOMERS

Upon Commission approval and implementation of the AVC Capacity Charge, all ratepayers receiving a negotiated discount delivery charge under Rate GS-T shall: 1) receive an initial and one-time delivery charge reduction equal to the reduction applicable to all customers within its rate class; and 2) be assessed an initial AVC Capacity Charge equal to the AVC charges set forth immediately below. To the extent that a customer is receiving a discounted delivery rate that is less than the initial AVC charge set for below, such customer shall receive a delivery charge reduction that is equal to its discounted delivery charge.

Rate Class	Initial AVC Charge
Residential	\$0.5063
SGS	\$0.5032
MGS	\$0.3306
LGS	\$0.0996

To the extent permitted under the customer's discounted rate contract, the Company may recover ongoing increases to the initial AVC charge from such customers.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 64

RIDER C

TRANSITION COST RECOVERY MECHANISM

- 1. This Rider establishes a mechanism for the recovery of nongas transition costs from the Company's ratepayers, (C) except to the extent that a ratepayer uses transportation service under Rate GS-T for the delivery of gas transported solely on intrastate pipeline facilities. Nongas transition costs are defined as pipeline gas supply realignment costs and stranded costs.
- 2. For purposes of nongas transition costs recovery, the Company will assign its recoverable transition costs and any reconciliations of transition costs between two groups of ratepayers--those ratepayers whom the Company designates as "competitive" and those ratepayers whom the Company designates as "noncompetitive." For purposes of this recovery mechanism, competitive ratepayers shall include all ratepayers to whom the Company charges less than its maximum tariffed retail or transportation rates in order to gain or maintain the ratepayers' patronage in the face of competitive pressures. For purposes of this recovery mechanism, noncompetitive ratepayers shall include all of the Company's ratepayers who are not competitive.
- 3. The assignment of nongas transition cost responsibility to the Company's competitive ratepayers shall be equal to that portion of the revenues that those ratepayers contribute under the Company's program for the release of firm transportation pipeline capacity as set forth in this tariff, and that is designated, either through prearrangement or open bidding, as "transition costs." Notwithstanding the foregoing, the Company may charge a volumetric surcharge to competitive ratepayers. Any additional recovery from competitive ratepayers shall be credited against the nongas transition costs allocated to the Company's noncompetitive ratepayers. The assignment of transition cost responsibility to the Company's noncompetitive ratepayers shall be equal to the difference between the Company's total nongas transition cost liability and the amount of that liability that is allocated to competitive ratepayers.
- 4. A surcharge for the recovery of nongas transition costs from noncompetitive ratepayers will be recalculated every three months, with the recalculations to be effective on or around January 1, April 1, July 1, and October 1 of each year. The Company will file the January 1, April 1, and July 1 recalculations on one day's notice to the Commission, and these filings are referred to in this rider as the "quarterly recalculation," and will file the October 1 recalculation on thirty days' notice to the Commission.
- 5. The surcharge will be designed to recover (a) those nongas transition costs that have been billed to the Company by interstate pipelines and (b) those costs that have been approved by the Federal Energy Regulatory Commission to be billed to the Company during the 12-month period following the surcharge filing date.
- 6. At the time of each quarterly recalculation of the surcharge, the Company will reconcile its actual billed costs over the three-month period that ends one month prior to the filing of the recalculation against the costs that had been projected for that same period and will incorporate the reconciliation within its recalculations; however, no adjustment will be made to reflect variations in billed throughput during such periods. The Company will accompany its recalculation of the surcharge that will become effective on October 1, 1994, with a reconciliation of actual transition cost revenues recovered from the Company's ratepayers from the effective date of the surcharge through July 31, 1994, against the revenues projected to have been recovered over the same period, including adjustments to reflect volumetric variations. The Company will accompany its recalculations of the surcharges that will become effective on or around each October 1 after 1994 with a reconciliation of actual transition cost revenues recovered from its ratepayers over the 12 months ending July 31 of the particular year against the revenues projected to have been recovered over the same 12-month period.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 45 ORIGINAL PAGE NO. 65

RIDER C

TRANSITION COST RECOVERY MECHANISM

- 7. The Company will reduce the recoverable nongas transition costs allocated to its noncompetitive ratepayers by the portion of the revenues that those ratepayers are projected to contribute under the Company's program for the release of firm transportation pipeline capacity as set forth in this tariff and that is designated, either through prearrangement or open bidding, as transition costs. The Company will calculate the unit surcharge rates applicable to noncompetitive ratepayers by dividing the recoverable nongas transition costs allocated to them, net of any reconciliations (including any additional nongas transition costs recovered by the Company from competitive ratepayers under paragraph 3), and net of capacity release revenues as described in this paragraph, by the retail and transportation volumes projected to be consumed by noncompetitive ratepayers, exclusive of those volumes of Pennsylvania-produced natural gas supplies transported by noncompetitive ratepayers.
- 8. The surcharge rates applicable to noncompetitive ratepayers are as follows:

Retail \$0.0000/Mcf Transportation \$0.0000/Mcf

The surcharge rates, if any, applied to competitive ratepayers will be determined on an individual ratepayer basis.

SUPPLEMENT NO. 95 TO GAS—PA PUC NO. 45 FOURTH REVISED PAGE NO. 66 CANCELLING THIRD REVISED PAGE NO. 66

RIDER - SUPPLIER CHOICE

This Rider has been established to recover costs associated with Supplier Choice. The initial filing includes costs related to implementation and administration of the Account Number Access Mechanism per the Commission's Final Order at Docket No. M-2015-2468991 entered June 30, 2016 and costs associated with the implementation and administration of the Supplier Bill in accordance the Commission's Final Order entered August 20, 2015 at Docket No. M-2015-2474802.

The charges assessed per this rider shall be assessed to ratepayers served under rate schedules RS, Commercial SGS, Industrial SGS, Rate GS-T – Residential, Rate GS-T Commercial SGS, and Rate GS-T Industrial SGS. Charges assessed per this rider shall not be applicable to ratepayers served in the Company's CAP or Pilot E-CAP (E-CAP) program.

The Company shall provide a reconciliation of actual costs with actual revenues recovered under Rider – Supplier Choice for the twelve month period ended August 31. The rate will be adjusted annually for the resulting over/undercollection to be effective October 1.

Application of the Supplier Choice Charge shall be subject to review and audit by the Commission at intervals that it shall determine. The Commission shall review the level of charges produced by the Supplier Choice Charge and the costs included therein.

No interest shall be included in the Supplier Choice Charge.

The Supplier Choice Rider shall become effective upon Commission approval and shall remain in effect until otherwise directed by the Commission and until the final reconciliation statement is approved and charges fully recovered.

Supplier Choice Charge per Month \$0.0115 (D)

(D)Indicates Decrease

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 TWENTY-SIXTH REVISED PAGE NO. 67 CANCELLING TWENTY-FIFTH REVISED PAGE NO. 67

RIDER E

MERCHANT FUNCTION CHARGE (MFC)

The Merchant Function Charge (MFC) shall be added to the gas cost charges applicable under rate schedules Rate RS, Rate SGS, Rate MGS, LGS and GS-T. The gas costs charges include the Capacity Charge, Gas Cost Adjustment Charge and Commodity Charge.

The MFC shall be updated quarterly effective with each 1307(f) rate change. The write-off factor used to calculate the quarterly MCF shall only be determined in a base rate case filing.

For residential customers receiving service under Rate RS and Rate GS-T, the MFC shall equal the write-off factor of 2.596% times the gas cost charges as set forth in Peoples' Rider B and Rider D. The current MFC applicable to Rate RS customers is:

Capacity Charge per Mcf	\$0.0258	(D)
Gas Cost Adjustment Charge per Mcf	(\$0.0010)	(D)
Commodity Charge per Mcf	\$0.1009	(I)
Total MFC per Mcf	\$0.1257	(I)

For Small, Medium, and Large General Service customers receiving service under Rate SGS, MGS, LGS and Rate GS-T, the MFC shall equal the write-off factor of 0.661% times the gas cost charges as set forth in Peoples' Rider B and Rider D. The current MFC applicable to these ratepayers is:

SGS, MGS, LGS

\$0.0066	(D)
(\$0.0002)	(D)
\$0.0257	(I)
\$0.0321	(I)
	\$0.0257

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 98 TO GAS—PA PUC NO. 45 THIRTIETH REVISED PAGE NO. 68 CANCELLING TWENTY-NINTH REVISED PAGE NO. 68

RIDER F UNIVERSAL SERVICE

This rider shall be applicable to all residential customers except for any residential ratepayer served in the Company's Customer Assistance Program (CAP). This rider recovers costs related to the Company's universal service programs.

RATE

Rider F per Mcf \$0.5479

(I)

The charges assessed per this rider shall be assessed to residential ratepayers served under rate schedules Rate RS and Rate GS-T. Charges assessed per this rider shall not be applicable to ratepayers served in the Company's CAP or Pilot E-CAP (E-CAP).

Costs related to the following universal service programs shall be calculated and recovered per this rider: CAP; Low Income Usage Reduction Program (LIURP); Community Partnership for Weatherization; and the Emergency Furnace and Houseline Repair Program.

CAP Costs will be calculated to include the following components:

- 1. Projected CAP Credit The difference between the total Rate RS bill, excluding Rider F, and the CAP or E-CAP payment amount which is comprised of the sum of the percentage of income payment or minimum bill, whichever is greater, plus the CAP Plus amount. The projected CAP Credit shall be calculated based on current rates, current CAP or E-CAP payment amounts and projected normalized annual volumes for CAP and E-CAP participants. Separate CAP credit costs will be calculated for: 1) current active CAP and E-CAP participants; and 2) the projected average net change in the number of CAP and E-CAP participants for the projected quarter.
- 2. Pre-Program Arrearage Forgiveness Projected CAP and E-CAP pre-program arrearage forgiveness costs for the projected annual period.

Costs for the LIURP, Community Partnership for Weatherization and Emergency Furnace and Houseline Repair programs will be calculated based on the projected number of eligible participants for the projected annual period. Recoverable CAP credit and arrearage forgiveness amounts will be reduced by 3.27% times the average CAP credit and arrearage forgiveness of existing CAP customers times the incremental number of CAP participants in excess of 16,725 CAP customers. Historical payment statistics will be utilized in the development of projected CAP credit and arrearage forgiveness amounts. Third party costs for the purposes of CAP administration and Universal Service call management will be included in the calculation of the Rider.

The applicable unit for this rider shall be determined by dividing the total costs universal service plan costs by the annual projected non-CAP residential volumes established in the most recent 1307(f) gas cost recovery proceeding. For bill display purposes, the unit rate calculated under this rider shall be included in a single delivery charge that also includes the residential delivery charge set forth in rate schedules Rate RS and Rate GS-T.

QUARTERLY ADJUSTMENT

Effective with each quarterly 1307(f) gas cost change, the unit rate under this rider shall be recalculated to reflect current cost data for the cost components outlined above. The updated rate will be filed to be effective one day after the filing.

ANNUAL RECONCILIATION

As part of the quarterly adjustment filing effective on April 1 of each year, the Company shall include a reconciliation of actual revenues recovered under Rider F and actual universal service costs incurred for the twelve month period ended December 31. The resulting over/undercollection will be included in the quarterly Rider F rate adjustment to be effective April 1.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 62 TO GAS—PA PUC NO. 45 SECOND REVISED PAGE NO. 69 CANCELLING ORIGINAL PAGE NO. 69

RIDER G GAS PROCUREMENT CHARGE

For bill presentment purposes, the Gas Procurement Charge (GPC) shall be added to the Commodity Gas Cost Charge applicable to sales rate schedules Rate RS, Rate SGS, Rate MGS, Rate LGS and any other applicable sales service rate schedule under this tariff.

Recoverable Costs

The GPC shall include gas procurement costs incurred by the Company solely on behalf of its sales service customers. The GPC shall exclude any costs recovered through Rider B - 1307(f) gas cost recovery mechanism. The GPC shall exclude any gas procurement costs incurred by the Company in support of transportation or shopping customers or programs.

Recalculation of the GPC

The costs to be included in the GPC shall be calculated in accordance with Commission regulations and shall be determined and updated in each base rate case filed by the Company. The GPC shall not be subject to reconciliation for any prior-period or over-or-under collections.

GPC Charge per Mcf \$0.1055/Mcf (I)

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

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SUPPLEMENT NO. 2 TO GAS-PA PUC NO. 45 ORIGINAL PAGE NO. 71

RIDER H RATEPAYER TRUST RATE CREDIT

The Ratepayer Trust was established on February 1, 2010 as part of the settlement of the transfer of the capital stock of Peoples to PNG Companies LLC. On that date, \$35 million was deposited into an Irrevocable Trust exclusively for the benefit of Peoples' ratepayers. The Trust will be flowed back to ratepayers as a distribution rate credit over three years.

The rate credit shall not be applied to any competitive customer receiving a discounted rate.

Calculation of the Distribution Rate Credit

The Year One rate credit will be effective on the effective date of new base rates established in Peoples' 2010 general rate proceeding

The balance of funds in the Trust, plus interest, net of taxes and Trust expenses, shall be divided by three to establish the amount to be returned to ratepayers in Year-One of the required three-year flow-back.

This amount would then be allocated to rate classes based on the amount of revenue increase assigned to each rate class as a proportion to the overall approved revenue increase approved by the Commission in Peoples' 2010 general rate proceeding. The distribution rate credit will be allocated to the residential, commercial large, and industrial classes through both the monthly customer charge and the volumetric delivery charge. The distribution rate credit will be allocated to the commercial small class through the monthly customer charge only.

Of the total residential credit, \$1.50 will be applied to the monthly residential customer charge. The remainder of the annual credit assigned to the residential class will be distributed through the volumetric delivery charge. This volumetric rate will be determined by dividing the credit not assigned to the customer charge by the projected annual usage for the residential class as established in Peoples' 2010 rate case. The distribution credit for the SGS class will be determined by dividing the annual rate credit assigned to the commercial (C) small class by the total estimated annual number of non-competitive customers within that class as established in Peoples' 2010 rate case. The distribution credit for the MGS and LGS classes will be (C) determined by first dividing the total distribution credit allocated to the commercial large class by two (C)

in order to establish two portions. The first portion will be divided by the total estimated annual number of non-competitive customers within the class as established in Peoples' 2010 rate case to determine the monthly customer charge credit. The second portion will be divided by the projected annual usage for non-competitive commercial large customers as established in Peoples' 2010 rate case to determine the volumetric adjustment to the delivery charge. (C)

The ratepayer credit for Year Two would become effective one year after new rates are established in Peoples' 2010 general rate proceeding. The Year Two ratepayer credit will be determined by first dividing by two the estimated balance available in the Trust at the end of the first year of distributions. Next, this amount would then be allocated to rate classes based on the amount of revenue increase assigned to each rate class as a proportion to the overall approved revenue increase approved by the Commission in Peoples' 2010 general rate proceeding. The Year Two allocation by class will be prepared in the same manner as described in the paragraph above. Beginning with the remaining balance after the Year Two distributions, this method would also be utilized to distribute the Year Three rate credit.

During the distribution of the ratepayer credit in Year Three, if Peoples determines that all of the available funds from the Trust will be distributed prior to the end of the Year Three distribution period, Peoples will discontinue distribution of the ratepayer credits. At the end of Year Three, the rate credits will terminate.

(Cont.)

ISSUED: September 28, 2012 EFFECTIVE: October 1, 2012

SUPPLEMENT NO. 38 TO GAS-PA PUC NO. 45 THIRD REVISED PAGE NO. 72 CANCELING SECOND REVISED PAGE NO. 72

RIDER H RATEPAYER TRUST RATE CREDIT (Cont.)

Year One Rate Credit

Residential Ratepayers Residential Ratepayers	\$0.00 \$0.0000	per Customer Charge per Mcf	
Rate SGS	\$0.00	per Customer Charge	(I)
Rate MGS			
≥1,000<2,500 Mcf / year	\$0.00	per Customer Charge	(I)
≥2,500<25,000 Mcf / year	\$0.00	per Customer Charge	(l)
MGS Ratepayers)	\$0.0000	per Mcf	(I)
Rate LGS – Commercial			
≥25,000<50,000 Mcf / year	\$0.00		(I)
≥50,000<100,000 Mcf / year	\$0.00		(I)
≥100,000<200,000 Mcf / year	\$0.00		(I)
≥200,000 Mcf / year	\$0.00		
Commercial Ratepayers	\$0.0000	per Mcf	(I)
Rate LGS – Industrial			
≥25,000<50,000 Mcf / year	\$0.00		(I)
≥50,000<100,000 Mcf / year	\$0.00		(I)
≥100,000<200,000 Mcf / year	\$0.00		(I)
≥200,000 Mcf / year	\$0.00		
Industrial Ratepayers	\$0.0000	per Mcf	(I)

Any over or under ratepayer credit amounts remaining at the end of Year Three shall be flowed through to ratepayers in Peoples' next quarterly 1307(f) gas cost filing. Within 60 days of termination of the distribution of the ratepayer credit, Peoples shall file with the Commission and provide a copy to all parties to the sale proceeding settlement a final reconciliation of all ratepayer credit amounts.

ISSUED: June 9, 2014 EFFECTIVE: June 10, 2014

SUPPLEMENT NO. 17 TO GAS-PA PUC NO. 45 FIRST REVISED PAGE No. 73 CANCELING ORIGINAL PAGE NO. 73

RIDER J

Rager Mountain Storage Rate Credit

The Rager Mountain Storage Rate Credit was established as part of the settlement in Peoples' Application to Lease Storage Capacity at its Rager Mountain Storage Facility and related Affiliated Interest Agreements at Docket Nos. A-2010-2203699, G-2010-2203161 and G-2010-2203162. The rate credit is based on Peoples' ratepayer's 50% share of the net proceeds received from the sale of unused working gas and the sale of transferred base gas (Shared Revenues).

The rate credit shall not be applied to any competitive customer receiving a discounted rate.

Calculation of the Rager Mountain Storage Rate Credit

The Shared Revenues will be distributed to all non-competitive distribution customers (*i.e.*, customers that pay full, non-discounted distribution rates) as a monthly volumetric base rate credit for a period of approximately one year until the Shared Revenues are exhausted. The credit will be calculated on the assumption that the funds will be available to apply for one year, but the credit will terminate when the funds for each class have been exhausted.

Rager Mountain Storage Rate Credit

Residential	\$0.0000/Mcf
Rate SGS-Commercial and NGDC	\$0.0000/Mcf
Rate SGS-Industrial	\$0.0000/Mcf
Rate MGS-Commercial and NGDC	\$0.0000/Mcf
Rate MGS-Industrial	\$0.0000/Mcf
Rate LGS-Commercial and NGDC	\$0.0000/Mcf
Rate LGS-Industrial	\$0.0000/Mcf

Any over or under ratepayer credit amounts remaining after the rate credit is terminated shall be flowed through to ratepayers in Peoples' next quarterly 1307(f) gas cost filing.

ISSUED: April 9, 2013 EFFECTIVE: April 10, 2013

SUPPLEMENT NO. 84 TO GAS-PA PUC NO. 45 SIXTHTEENTH REVISED PAGE NO. 74 CANCELLING FIFTHTEENTH REVISED PAGE NO. 74

RIDER K Distribution System Improvement Charge (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 5.00% will apply consistent with the Commission (I) Order dated May 23, 2013 at Docket No. P-2013-2346161 approving the DSIC.

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

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

Eligible Property:

- Gathering Lines (account 332);
- Storage Lines (account 353);
- Transmission Lines (account 367);
- Piping (account 376);
- Couplings (account 376);
- Gas service lines (account 380) and insulated and non-insulated fittings (account 378);
- Valves (account 376);
- Excess flow values (account 376);
- Risers (account 376);
- Meter bars (account 382);
- Meters (accounts 334,369,381);
- Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities; and
- Other related capitalized costs (accounts 303, 387, 391.02 and 392)

Effective Date: The DISC will become effective for bills rendered on and after 7/1/2013.

Computation of the DSIC

The initial DSIC, effective July 1, 2013, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service during the (*three-month period ending one month prior to effective date*). Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month period ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

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

<u>Determination of Fixed Costs:</u> The fixed costs of eligible distribution system improvements will consist of depreciation and pre-tax return, calculated as follows:

1. Depreciation: The depreciation expense shall be calculated by applying the annual accrual rates employed in the Company's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.

ISSUED: June 21, 2017 EFFECTIVE: July 1, 2017

SUPPLEMENT NO. 74 TO GAS-PA PUC NO. 45 THIRD REVISED PAGE NO. 75 CANCELLING SECOND REVISED PAGE NO. 75

RIDER K (cont.) Distribution System Improvement Charge (DSIC)

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

Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Company's otherwise applicable rates and charges, excluding amounts billed for State Tax Adjustment Surcharge (Rider A), Purchased Gas Costs (Rider B), Ratepayer Trust (Rider H), and Rager Mountain Credit (Rider J). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by one-fourth of the Company's annual projected revenue for distribution service (including all applicable clauses and riders), exclusive of Riders A, B, H, and J.

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

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

Where:

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

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

Dep = Depreciation expense related to DSIC-eligible property.

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

S = Synergy fees/(revenues); cost assessed (revenue received) for serving customers of another legal entity approved at G-2014-2448803.

PQR = Projected annual revenues for distribution service (excluding Riders A, B, H and J) from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period will be divided by four to arrive at a quarterly revenue figure.

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

Customer Safeguards:

- 1. **Cap:** The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.
- 2. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC including Synergy fees received, for the reconciliation period will be compared to the Company's eligible costs, including Synergy fees paid, for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection.

ISSUED: October 4, 2016 EFFECTIVE: October 5, 2016

SUPPLEMENT NO. 74 TO GAS-PA PUC NO. 45 SECOND REVISED PAGE NO. 76 CANCELLING FIRST REVISED PAGE NO. 76

RIDER K (cont.) <u>Distribution System Improvement Charge (DSIC)</u>

Customer Safeguards (cont.):

- 3. New Base Rates: The DSIC will be reset to zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.
- 4. **Customer Notice**: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.
- 5. **All Customer Classes**: The DSIC shall be applied equally to all customer classes, except that the Company may reduce or eliminate the Rider K to any customer with competitive alternatives or potential competitive alternatives and customers having negotiated contracts with the Company, if it is reasonably necessary to do so.
- 6. **Earnings Reports**: The DSIC will also be reset to zero, if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Company would earn a rate of return that would exceed the allowable rate of rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The utility shall file a tariff supplement implementing the reset to zero due to overearning on one-day's notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.
- 7. **Residual E-Factor Recovery Upon Reset to Zero**: The utility shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any overcollection to customers and is entitled to recover any undercollections as set forth in Section 4.B. Once the utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

ISSUED: October 4, 2016 EFFECTIVE: October 5, 2016

SUPPLEMENT NO. 75 TO GAS-PA PUC NO. 45 THIRD REVISED PAGE NO. 77 CANCELLING SECOND REVISED PAGE NO. 77

PILOT RATE MLX MAINLINE EXTENSION SERVICE (C)

The Company, at its discretion, may offer service under this rider to a residential or commercial Applicant or group of Applicants who require extension of the Company's facilities to serve the Applicant(s) under Rule 4 of the Rules and Regulations Section of this tariff. This Rate provides the Applicant(s) with an option to pay a delivery rate set by the Company from the delivery rate tiers below in lieu of providing a contribution in aid of construction ("CIAC") determined in accordance with Rule 4 using rates RS or SGS. All applicants at the time of construction as well as any future applicants serviced by a facility extended under this rate will pay the same rate as the original applicants. Future extensions of mainline from a previous Rate MLX project will be evaluated separately and assigned the greater of the MLX rate for the existing project or the MLX rate tier that will justify the project under Rule 4 on a standalone basis.

This Rider is established as a Pilot and will close for new participation five years after this rate is approved by the Commission.

Residential and Commercial Customers MLX Delivery Charge

The charges under this Rate will include the otherwise applicable RS or SGS customer charge and riders. Only the delivery rate will differ as is shown below.

Pilot Rate MLX delivery rates will be applied for each Mcf of gas used. The applicable rate will be selected from one of the tiers below for the entire extension. The Company will select the rate tier based on the minimum delivery rate required to cover the investment costs in accordance with Rule 4.

MLX Rate Tier	Re	sidential	Con	nmercial
1	\$	6.79	\$	5.10
2	\$	7.23	\$	5.54
3	\$	7.67	\$	5.98
4	\$	8.11	\$	6.42
5	\$	8.55	\$	6.86
6	\$	8.99	\$	7.30
7	\$	9.43	\$	7.74
8	\$	9.87	\$	8.18
9	\$	10.31	\$	8.62

Customer Service Line Costs

The rate chosen by the Company will include the cost of the customer's service line (curb to meter). The customer will maintain ownership of, and maintenance of, the curb to meter portion of the service line thereafter.

For customers tapping into a Pilot Rate MLX project after the initial construction, the cost of the curb to meter portion of the service line will be limited to the average cost of curb to meter installations for customers who were connected at the time of the mainline installation paid by the Company.

(C) Indicates Change.

ISSUED: November 14, 2016 EFFECTIVE: November 15, 2016

SUPPLEMENT NO. 97 TO GAS-PA PUC NO. 45 FIFTH REVISED PAGE NO. 78 CANCELLING FOURTH REVISED PAGE NO. 78

Rider TCJA - TCJA SURCHARGE

To implement the effects of the Tax Cuts and Jobs Act (TCJA), on March 15, 2018 the Pennsylvania Public Utility Commission (Commission) issued a Temporary Rates Order at Docket No. M-2018-2641242 directing the utility to file its current base rates and riders as temporary rates, pursuant to Section 1310(d) of the Public Utility Code. 66 Pa. C.S. § 1310(d). Subsequently, on May 17, 2018 and June 14, 2018, the Commission entered Orders superseding the March 15, 2018 Temporary Rates Order directing the utility to establish temporary rates as follows:

A negative surcharge of 5.2290% will apply as a credit for intrastate service to all customer bills rendered (D) on and after January 1, 2019. This negative surcharge will be distributed equally among the utility's various customer classes, exclusive of STAS and automatic adjustment clause revenues.

This negative surcharge will be reconciled at the end of each calendar year and will remain in place until the utility files and the Commission approves new base rates for the utility pursuant to Section 1308(d) that include the effects of the TCJA tax rate changes.

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

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

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

(D) Indicates Decrease

ISSUED: November 30, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 17 TO GAS -- PA PUC No. S-2

PEOPLES NATURAL GAS COMPANY LLC

RATES AND RULES
GOVERNING THE
FURNISHING OF
SERVICE TO
NATURAL GAS
SUPPLIERS

Annual 1307 (f)-2015 Filing

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

By: Morgan K. O'Brien

President

225 North Shore Drive Pittsburgh, PA 15212

NOTICE

LC SUPPLEMENT NO. 17 TO GAS—PA PUC NO. S-2
THIRTEENTH REVISED PAGE NO. 2
CANCELLING TWELFTH REVISED PAGE NO. 2
and FIRST REVISED PAGE NO. 2A and ORIGINAL PAGE 2B

LIST OF CHANGES

RULES AND	REGULA	ATIONS:
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Page 7 – Section 2. Measurement and Quality of Gas – Language added to reflect the gas quality provisions that are contained in the standard pooling and producer metering agreements.

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

PEOPLES NATURAL GAS COMPANY LLC SUPPLEMENT NO. 14 TO GAS—PA PUC NO. S-2 **FOURTH REVISED PAGE NO. 3 CANCELLING THIRD REVISED PAGE NO. 3**

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ISSUED: September 30, 2014 EFFECTIVE: October 1, 2014

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 FIRST REVISED PAGE NO. 4 CANCELLING ORIGINAL PAGE NO. 4

<u>DEFINITION OF TERMS</u> (C)

The following is a list of some of the most commonly used terms in this Tariff. In the event of a conflict between any of the definitions set forth below or those contained in a more specific provision of this Tariff, the definition contained in the more specific provision shall prevail.

<u>Aggregate Daily Consumption Volume</u> - The aggregate quantity of gas estimated by the Company to be consumed by all ratepayers served by the NGS on any day or the direct end user in an OFO situation under Rule 4 of the Tariff.

<u>Aggregate Monthly Consumption Volume</u> - The aggregate quantity of gas actually consumed by all customers of Pool Operator's pool over their respective Billing Cycles for the month as determined by the Company through actual or estimated meter readings.

<u>Aggregator</u> - A broker, marketer or producer of natural gas which aggregates locally produced gas, injected directly into the Company's lines, into a pool.

<u>Billing Cycle</u> - The period that occurs between actual or estimated meter readings taken by the Company for billing purposes.

<u>Calendar Month Pool Sendout</u> - The sum of (1) the Aggregate Monthly Consumption Volumes plus (2) Pool-to-Pool Volumes nominated for the month. (C)

<u>Calendar Month Pool Supply</u> - The sum of the Daily Available Volumes during the month as adjusted for any gas received from other Pool Operators during the month and any imbalance sales to or purchases from the Company. (C)

<u>Chapter 56</u> – The Commission regulations that govern, among other things, metering, billing and collections for residential gas and electricity service.

Commodity Charge – A charge designed to recover the cost of producing or procuring natural gas.

<u>Commodity Service</u> – Service provided by the Company or a natural gas supplier which involves the purchase of gas commodity by the ratepayer.

Company – The entity doing business as Peoples Natural Gas Company LLC.

<u>Daily Available Volume</u> - The total quantity of gas available to be allocated by the NGS for delivery by the Company to all customers on any day. This quantity is equal to the total volume of gas actually delivered to the Company for the NGS's account on that day, less an appropriate retainage percentage, plus any adjustments associated with the reconciliation of local gas volumes and/or the reconciliation of monthly volumes as set forth in Rates P-1 and NP-1.

<u>Day</u> – A 24-hour period beginning at 10 a.m. and ending at 10 a.m. or as subsequently defined by natural gas industry standards promulgated by FERC.

<u>Direct End User</u> – A ratepayer that receives distribution service from the Company and purchases commodity service from a natural gas supplier who does not pool supplies under the Company's Rate P-1 or Rate NP-1.

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 FIRST REVISED PAGE NO. 5 CANCELLING ORIGINAL PAGE NO. 5

DEFINITION OF TERMS (continued)

<u>Local Gas Aggregation Agreement</u> - The Local Gas Aggregation Agreement between the Company and the NGS.

Mcf – 1,000 cubic feet of gas. This is a measure of gas usage.

<u>Measurement Operating Agreement</u> - The agreement between a producer of natural gas and the Company which sets forth the obligations and responsibilities for owning and operating measurement equipment for designated measuring stations.

<u>Monthly Available Volume</u> - The total quantity of gas available to be allocated by the NGS for delivery by the Company to all customers for the applicable month. This quantity is equal to the total volume of gas actually delivered to the Company for the NGS's account for the applicable month, less an appropriate retainage percentage, plus any adjustments associated with the reconciliation of local gas volumes.

<u>Natural Gas Supplier (NGS)</u> – An entity that has received a license from the Commission and that sells natural gas to customers that is delivered through the distribution lines of the Company.

<u>Non-Priority One Pool Operator</u> – A pool operator which aggregates natural gas supplies needed to satisfy the full requirements of one or more Non-Priority One transportation customers of the Company.

<u>Non-Priority One Pooling Agreement</u> - The Non-Priority-One Pooling Agreement between the Company and the Pool Operator.

<u>Pool Operator</u> – A broker, marketer or producer of natural gas licensed as a gas supplier by the Pennsylvania Public Utility Commission which has executed a Priority-One or Non-Priority One Pooling Agreement with the Company.

<u>Priority One Pool Operator</u> – A pool operator which aggregates natural gas supplies needed to satisfy the full requirements of Priority One transportation ratepayers of the Company.

Ratepayer – Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for any premises, building, structure, etc. or (iii) is primarily responsible for payment of bills. A ratepayer includes anyone taking Supplier of Last Resort Service and/or Distribution Service under the Company's Retail Tariff.

<u>Small Business Customer</u> – A customer receiving natural gas service for commercial or industrial (C) use whose annual usage is equal to or less than 300 MCF.

<u>Supplier</u> – Shall include, but is not limited to, aggregators, brokers, marketers, natural gas distribution companies, natural gas suppliers or producers.

<u>Supplier of Last Resort</u> – The Company or another entity that provides natural gas supply services to ratepayers that do not elect another supplier or choose to be served by the supplier of last resort, ratepayers that are refused service from another natural gas supplier, or ratepayers whose natural gas supplier fails to deliver the required gas supplies. Currently, the Company is the supplier of last resort for all Priority-One ratepayers under the terms of this tariff. Each ratepayer may only have one supplier of last resort.

GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 6

RATES AVAILABLE UNDER THIS TARIFF

Service is made available to NGSs under the rules, regulations, rates and terms contained in this tariff . The following rates are made available to NGSs:

Rate P-1 - Priority One Pooling Service

This rate is available to any broker, marketer or producer of natural gas which aggregates natural gas supplies needed to satisfy the full requirements of Priority One (P-1) transportation ratepayers of the Company.

Rate NP-1 - Non-Priority One Pooling Service

This rate is available to any broker, marketer or producer of natural gas which aggregates natural gas supplies needed to satisfy the full requirements of Non-Priority One (NP-1) transportation ratepayers of the Company.

Rate LGA - Local Gas Aggregation Service

This rate is available to any broker, marketer or producer of natural gas which aggregates locally produced gas injected directly into the Company's pipeline system.

Rate SBS – NGS Billing Service

This rate is available to the NGS which receives service under Rate P-1 or Rate NP-1 and elects to have the Company bill ratepayers for natural gas sold by the NGS.

ISSUED: October 28, 2010 EFFECTIVE: June 10, 2011

SUPPLEMENT NO. 17 TO GAS—PA PUC NO. S-2 THIRD REVISED PAGE NO. 7 CANCELLING SECOND REVISED PAGE NO. 7

RULES AND REGULATIONS

1. Sources of Supply

The Company agrees to receive, for the NGS's account, upstream pipeline transportation volumes, local gas volumes, storage volumes, Pool-to-Pool Volumes and Imbalance Trading Volumes.

In determining the volumes available for delivery to customers in the applicable month, the Company may retain an appropriate percentage, as set forth in the Company's Retail Tariff, as gas used in Company operations and unaccounted for gas from upstream pipeline transportation volumes and local gas volumes as they are received by the Company. For purposes of determining storage inventory volumes, the retainage percentage shall be applied to volumes at the time the volumes are nominated for injection into storage. Pool-to-Pool Volumes and Imbalance Trading Volumes shall be added to the adjusted volumes.

Suppliers will pay for any investment costs and any other agreed-upon fees relating to the delivery of gas into the Company's system. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.

2. Measurement and Quality of Gas

(C)

All gas delivered shall be measured by meter. The term "mcf" as used in the Company's schedule of rates, shall mean 1,000 cubic feet of gas at no more than 8 ounces above an assumed atmospheric pressure of 14.4 pounds at whatever temperature the gas may be during the period of measurement. If gas is supplied from a low-pressure distribution system in which the pressure of the gas is regulated not to exceed 8 ounces, the measurement will be at whatever pressure the gas may be during the period of measurement. If gas is delivered from a high-pressure system, measurement will be corrected to a pressure base of 14.73 psia. If measurement is corrected for temperature, measurement will be corrected to 60°F.

Gas delivered into the Company's system should be free from oil, water, salt, gum, dust, and other foreign substances that might interfere with the marketability of the gas. Unless otherwise agreed to by the Company, the gas delivered shall contain not less than 967 Btu per cubic foot and shall not exceed 1,100 Btu per cubic foot (as determined by calorimeter test @ 60 degrees Fahrenheit and saturated with water vapor). Gas accepted by the Company that contains less than 967 Btu per cubic foot will be enhanced to ensure that gas delivered by the Company to customers shall meet Commission heating value requirements, and the Company may charge for this.

(C)

Unless otherwise agreed to by the Company through separate agreement, gas delivered by a supplier shall not contain more than:

- (a) Seven (7) pounds of water per million cubic feet on an approved dew point apparatus.
- (b) Three (3) percent by volume of carbon dioxide.
- (c) Twenty-five hundredths (0.25) grains of hydrogen sulfide per 100 cubic feet.
- (d) Ten (10) grains of total sulfur per 100 cubic feet.

The Company may enter into agreements with suppliers whereby the Company will agree to treat gas on behalf of a supplier in order to meet such gas quality requirements outlined above. Should the supplier not enter into such an agreement and fail to meet these gas quality requirements, the Company may refuse to accept gas delivered by the supplier and should a supplier cause damage to any metering, regulating and/or other equipment or interruption of service, the supplier shall reimburse the Company for the costs to repair such damage and for any related costs which the Company may incur to restore service to ratepayers and/or repair facilities, including payments made by the Company to customers in settlement of claims arising out of interruption of gas service. The supplier agrees to allow the Company to make necessary gas samples to permit testing of the delivered gas to determine quality of gas delivered by the supplier.

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 7A

RULES AND REGULATIONS

3. Critical Day Planning

As events occur that could develop into system emergencies or lead to a threatening of system integrity, the Company may request and/or require NGSs or customers to take certain actions to protect, maintain, or reestablish the safe operation of the system. The communication procedures established for Critical Day Planning, are set forth in more detail in the Company's Communications Protocol.

- a. Maintenance Alerts (MA) A maintenance alert is an announcement of actual or pending events related to various physical connections to the Company's system. These communications shall occur on an as needed basis and shall be communicated via the electronic bulletin board as soon as practical.
- b. Operational Alert (OA) An operational alert may be called during periods of projected increased or decreased consumer demand for natural gas. An "OA" is a request for specific action on the part of an individual NGS, or all NGSs. The NGSs are expected to respond to "OAs" as soon as practical by giving notice to the Company of their intended action.
- c. Operational Flow Order (OFO) An OFO is defined in paragraph 4 of the Supplier Tariff. NGSs are expected to comply with an OFO.
- d. Curtailment In the event of an emergency curtailment of customer consumption, the Company will alert the appropriate NGS, and if appropriate, will coordinate with them responses to media and elected officials.

A gas shortage curtailment shall be made only after a minimum 96-hour written notice to the ratepayer given by certified mail and specifying its authorized monthly consumption to which such curtailment applies. The Company will authorize monthly consumption levels from the Company's supplies only to ratepayers then currently purchasing commodity or standby service from the Company. Ratepayers that acquire their own gas supplies and that do not purchase standby service will be entitled to consume only the volumes they have delivered to the Company, less any gas that the Company is authorized to seize for consumption by other ratepayers.

ISSUED: October 28, 2010 EFFECTIVE: June 10, 2011

SUPPLEMENT NO. 13 TO GAS—PA PUC NO. S-2 FIRST REVISED PAGE NO. 8 CANCELLING ORIGINAL PAGE NO. 8

RULES AND REGULATIONS

4. Operational Flow Orders

a. Issuance of OFOs

The Company may issue, in its sole discretion, an OFO (Operational Flow Order) in any of the following circumstances: To the extent possible, the Company will provide a 24-hour prior notice of an OFO in situations where a prior indication of the need to issue an OFO exists.

- i. to alleviate conditions that threaten the operational integrity of the Company's system; or
- ii. to maintain pressures necessary for the Company's operations; or
- iii. to insure adequate flowing supplies are delivered to specific receipt points on the Company's system; or
- iv. to alleviate operational problems arising from overdeliveries or underdeliveries by NGSs or customers transporting supplies for their own consumption ("Direct End User"), in violation of their agreements or Company tariffs.

b. OFO Procedures

In the event of the issuance of an OFO, NGSs and Direct End Users (or a Supplier that the Direct End User has arranged with and designated to the Company to receive notification of the OFO) will be directed to maintain its supply according to the steps set forth below.

- i. The NGS or the Direct End User must adjust supply nominations, including any Pool-to-Pool Volumes to equal Aggregate Daily Consumption Volume, with gas delivered at the points specified by the Company. The Company shall provide such estimates no later than 10:00 am of the same day.
- ii. Upon the NGS or Direct End User request, the Company will consider, if time permits, adjustments to the Aggregate Daily Consumption Volume or the Daily Available Volume to the extent such adjustment, in the Company's discretion, benefits system operations during the OFO event and if such adjustment is confirmable the Company.
- iii. During an OFO, to the extent the NGS or a Direct End User has gas in storage, the maximum storage withdrawal shall equal the maximum withdrawal requirements or any further limitation as the Company in its discretion finds necessary to impose in accordance with reasonable and standard industry practice during the OFO event.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 9

RULES AND REGULATIONS

4. Operational Flow Orders (continued)

c. OFO Penalties

Failure to comply with an OFO may result in the following:

- i. The immediate recall of capacity assigned by the Company to the NGS or a Direct End User, if any, throughout the remainder of the OFO period. Further, in the event the NGS/Direct End User's failure to comply with an OFO contributes to the Company using other customers' flowing supplies to meet the needs of end-use ratepayers of the NGS/Direct End User's and/or the Company's Retail Sales Demand, the Company may, at its sole discretion, recall or otherwise withdraw any capacity rights assigned to the NGS/Direct End User upon five (5) days written notice to the NGS/Direct End User (unless already recalled under the provisions of this section).
- ii. The billing of the incremental charges set forth below times the OFO shortfall which is defined as the imbalance between Daily Available Volume and its Aggregate Daily Consumption Volume as calculated by the Company, on those days subject to the OFO.

The OFO incremental charges shall equal:

- (1) the payment of a gas cost equal to the highest incremental cost paid by the Company on the date of noncompliance; and
- one month's demand charges and/or otherwise applicable storage and overrun costs. This charge shall not be imposed more frequently than twelve times in any thirty-day period; and
- the payment of all other charges incurred by the Company on the date of the OFO shortfall that are associated with the OFO shortfall; and,
- (4) in the Company's discretion, an appropriate penalty charge, not to exceed \$15/Mcf.

The penalties set forth herein shall be billed to NGSs serving ratepayers under Rates P-1 or NP-1, or to Direct End Users (or a Supplier that the Direct End User has arranged with and designated to the Company to receive notification of the OFO).

iii. In the event the NGS/Direct End User's failure to comply with an OFO contributes to the Company using other customers' flowing supplies to meet the needs of any ratepayer and/or the Company's retail sales demand, the Company may terminate the NGS's rights to operate on the Company's system under the applicable pooling and/or transportation agreements upon ten (10) days written notice to the NGS.

5. Billing and Payment

Each calendar month the Company shall render a statement of account to the NGS summarizing the charges due the Company, including any purchases by the Company.

The NGS shall pay the Company by wire transfer of federal funds unless the NGS and the Company mutually agree upon a method of payment other than wire transfer which will result in timely receipt of payment by the Company.

ISSUED: October 28, 2010 EFFECTIVE: June 10, 2011

GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 10

RULES AND REGULATIONS

5. Billing and Payment (continued)

Charges previously billed to the NGS by the Company, for which payment has not been received by the Company by the due date, will be assessed a late-payment charge of two percent (2%) per month on the unpaid balance.

If the Company has not received payment from the NGS for any services or charges, including late-payment charges, within fifteen (15) days of the statement date, the Company may deduct this unpaid amount from any payments accruing to the NGS under any agreement between the NGS and the Company or take gas in kind from the NGS in satisfaction of obligations and/or terminate the agreement with the NGS upon ten (10) days written notice to the NGS.

6. Creditworthiness

The Company shall not commence service or continue service to the NGS if the NGS fails to meet the creditworthiness criteria outlined in this Section.

The Company will base its creditworthiness evaluation on the financial information provided in response to the "Financial Information" and "Certificate" sections below.

a. Financial Information - In consideration of the opportunity to supply gas to the Company's ratepayers and in order for the Company to accept the NGS as the supplier of gas to ratepayers of the Company, the NGS must provide the following financial information, provided, however, that such financial information will not be required by the Company if the NGS has obtained a Natural Gas Supplier License from the Commission within one year prior to the date it submits an application to the Company for approval to become a NGS of gas to ratepayers of the Company and that such information has been provided to the Company:

The NGS shall provide the following financial information:

- i. Financial statements, annual report or Form 10-K for the most recent fiscal year-end.
- ii. Current interim financial statements.
- iii. Listing of parent company, affiliates and subsidiaries.
- iv. Any reports from credit reporting and bond rating agencies which are available.
- v. A bank reference and at least two trade references.
- b. Certificate: The NGS shall deliver a certificate of a duly elected officer or authorized representative certifying the following:
 - i. The NGS is not operating under any chapter of the bankruptcy laws and is not subject to liquidation under any state law.
 - ii. The NGS is not subject to the uncertainty of pending or threatened litigation in state or federal courts or regulatory proceedings which could (1) cause a substantial deterioration in its financial condition, (2) cause a condition of insolvency, or (3) endanger its ability to exist as an ongoing business.
 - iii. The NGS does not have outstanding lawsuits, actions or judgments, which, individually or in the aggregate, could jeopardize its ability to remain solvent.

ISSUED: October 28, 2010 EFFECTIVE: June 10, 2011

SUPPLEMENT NO. 3 TO GAS—PA PUC NO. S-2 FIRST REVISED PAGE NO. 11 CANCELLING ORIGINAL PAGE NO. 11

RULES AND REGULATIONS

6. Creditworthiness (continued)

- iv. The NGS has the power and authority to transact the business it transacts and proposes to transact, has obtained and holds a Natural Gas Suppliers License from the Commission and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which failure to be in good standing would not, individually or in the aggregate, reasonably be expected to jeopardize its ability to transact the business it transacts or to remain solvent.
- v. The NGS has no delinquent balances outstanding for billings made previously by the Company or its affiliate, and the NGS must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- c. The NGS has a continuing obligation to notify the Company in writing, within two business days, of the occurrence of any event which would render the NGS unable to provide the certificate required in paragraph (b) of this "Creditworthiness" section, as of the date such event occurred and within two business days of any other significant deterioration of its financial fitness or creditworthiness. The NGS shall also provide the Company a copy of the financial statements as specified in paragraph (a) of this "Creditworthiness" section upon request by the Company.
- d. Evaluation Process to Determine Financial Fitness:

To the extent the Company determines that the NGS's financial condition under (C) paragraph (a) is questionable or the NGS cannot supply the certificate required under paragraph (b) above, the Company will require the establishment of a security enhancement based on the financial exposure imposed on the Company by the NGS for all service fees applicable per the rate schedules governed by this tariff. The amount of the security enhancement shall include the following components and shall be calculated based on the projected peak winter month usage served by the NGS:

1. All applicable pooling and aggregation fees;

(C)

- 2. All applicable billing fees; and
- 3. Projected imbalance fees using the maximum imbalance price multipliers and assuming that the NGS fails to delivery gas supplies during the peak month.

The Company shall consider the forms of security enhancements as set forth in (C) 52 Pa. code §§ 62.102 – 62.114. The Company may also consider as a form of security such amounts collected by the Company on behalf of the NGS under Rate SBS of this tariff or such other security as is mutually acceptable to both the Company and the NGS. The Company reserves the right to determine which of these financial instruments shall be established as a security enhancement.

All information submitted or provided to the Company will remain confidential and (C) be used solely for the purpose of evaluating the financial fitness or creditworthiness of the NGS. The amount of the security enhancement may be reviewed and modified based on the criteria established at 52 Pa. code §§ 62.102 – 62.114.

ISSUED: June 28, 2011 EFFECTIVE: June 28, 2011

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 THIRD REVISED PAGE NO. 12 CANCELLING SECOND REVISED PAGE NO. 12

RULES AND REGULATIONS

7. Bonding Requirement

In addition to any creditworthiness requirements as set forth in Rule 6, the Company may also require that the NGS post a performance bond or any other security suitable to the Company, to cover any costs associated with the NGS prematurely discontinuing service to customers or the NGS default of payments of Commission imposed financial penalties and restitution to customers. The amount of the performance bond or other security shall be equal to \$2 times the volumes the NGS is expected to serve during the month of January. The level of the bond shall be recalculated annually.

The bonding requirement will be waived for that portion of the NGS's load used to serve Non-Priority One ratepayers whose annual consumption is 300 Mcf or more, but in such circumstance, the Company shall not be responsible to provide those ratepayers service as supplier of last resort and the Company shall have none of the obligations arising under Section 2207(a) and (k) of the Public Utility Code. The Company may waive the bonding requirement related to delivery failure for the NGS that demonstrates to the Company's satisfaction that it will assign the gas supply contract to the Company in the event of a default. With regard to the latter, the Company, in its sole discretion, which shall not be unreasonably exercised, may waive the bonding requirement related to delivery failure if the NGS assigns its gas supply contracts acquired for purposes of serving its customers on the Company's system (and if applicable, any related financial risk management contracts) to the Company in the event the NGS prematurely discontinues service to its customers. Such waiver shall be subject to the following conditions:

- a. The NGS's supplier agrees to assign applicable gas supply to the Company.
- b. The Company is satisfied with the relevant contract assignment language and applicable reasonable terms and conditions.
- c. The Company is satisfied with the NGS's supplier's credentials or the security of supply;
- d. The NGS agrees to reimburse the Company for any losses the Company suffers as a result of agreeing to the assignment of contracts, including, but not limited to, losses from a differential in the assigned gas prices and the NGS's contracted price with its customers and losses resulting from the NGS's supplier refusing to assign the relevant gas supply

8. Procedures when a NGS Exits the System

Prior to exiting the Company's system the NGS shall provide the Company with two months prior notice. Upon the NGS's exit from the Company's system, the Company will serve the NGS's former customers at the Company's supplier of last resort rates, or at the agreed-to NGS price for the remainder of the billing cycle if the NGS discontinues service prior to the beginning of the next billing cycle. Any differences between the cost incurred by the Company and the NGS's price shall be recovered from the NGS. Any capacity or supplies previously assigned to the NGS will revert to the Company, including gas held in storage. If the NGS had used capacity not assigned by the Company to bring gas on to the Company's system, then the NGS agrees to offer to assign said capacity, including gas held in storage, to the Company, which the Company may, at its sole discretion, accept or reject.

Balancing for NP-1 and P-1 pools of both interstate and local supplies for the exiting NGS's final month of service shall be performed in accordance with the Balancing provisions under Rate NP-1. No (C) imbalance price multipliers will be applied.

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RULES AND REGULATIONS

9. Dispute Resolution Process

The Company and each NGS will designate specific personnel for responding to complaints and disputes under this process.

The Company and the NGS shall use good faith and commercially reasonable efforts to informally and timely resolve all disputes that may develop between them. Failing such informal resolution, either party may initiate this Dispute Resolution Process by presenting a written Notice of Dispute that includes the names of the Parties and ratepayer(s), if any, involved and a brief description of the matters in dispute.

Within five (5) days of the Company's and/or the NGS's receipt of a Notice of Dispute, a designated senior representative of each of the Parties shall attempt to resolve the dispute on an informal basis.

In the event the designated representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.

If mediation is not successful, then the matter shall be converted to a formal proceeding before a Commission Administrative Law Judge.

Any party may file a complaint concerning the dispute with the Commission under relevant provisions of the Public Utility Code.

10. Standards of Conduct

(C)

- a. The Company shall apply its tariffs in a nondiscriminatory manner to its affiliated NGS and any nonaffiliated NGS.
- b. The Company shall not apply a tariff provision in any manner that would give its affiliated NGS an unreasonable preference over other NGSs with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or nondelivery, and all other services provided to its affiliated NGS.
- c. Mandatory tariff provisions shall not be waived by the Company for any NGS absent prior approval of the Commission.
- d. If a tariff provision is not mandatory or provides for waivers, the Company shall grant the waivers without preference to its affiliated NGS or non-affiliated NGS.
- e. The Company shall maintain a chronological log of tariff provisions for which it has granted waivers. Entries shall include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. The chronological log shall be open for public inspection during normal business hours and the Company shall (C) post the log on its website for a period of at least three (3) months.
- f. The Company shall process requests for distribution services promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. The Company shall maintain a chronological log showing the processing of requests for transportation services. The chronological log shall be open for public inspection during normal business hours.

ISSUED: September 28, 2012 EFFECTIVE: October 1, 2012

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RULES AND REGULATIONS

10. Standards of Conduct (continued)

(C)

- g. If the Company provides a distribution service discount, fee waiver or rebate to its favored ratepayers, or to the favored ratepayers of its affiliated NGS, the Company shall offer the same distribution service discount, fee waiver or rebate to other similarly situated ratepayers. Offers shall not be tied to any unrelated service, or incentive or offer on behalf of either the natural gas distribution company or its affiliated NGS. A chronological log shall be maintained showing the date, party, time and rationale for the action. The chronological log shall be open for public inspection during normal business hours.
- h. Subject to ratepayer privacy or confidentiality constraints, the Company shall not disclose, directly or indirectly, any ratepayer proprietary information to its affiliated NGS unless authorized by the ratepayer. To the extent that the Company does disclose ratepayer information without ratepayer authorization, it shall first seek the permission of the ratepayer consistent with the (C) Company's tariff, any contractual obligations with the ratepayer and Section 62.78 of the Pennsylvania Code, and if the ratepayer grants permission, the Company shall contemporaneously provide this same information to other similarly situated NGSs in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliated NGS any advantage related to the disclosure. A chronological log shall be maintained showing the date, time and rationale for the disclosure. The chronological log shall be open for public inspection during normal business hours. This provision does not apply to the disclosure of customer (C) information made under a customer assistance program mandated by state law or regulation.
- i. The Company shall justly and reasonably allocate to its affiliated NGS the costs or expenses for general administration or support services provided to its affiliated NGS.
- j. The Company shall not condition or tie the provision of any product, service or price agreement by the Company (including release of interstate pipeline capacity) to the provision of any product or service by its affiliated NGS.
- k. The Company shall not give its affiliated NGS preference over a nonaffiliated NGS in the provision of goods and services including processing requests for information, complaints and responses to service interruptions. The Company shall provide comparable treatment in its provision of such goods and services without regard to a customer's chosen NGS.
- I. The Company and its affiliated NGS shall maintain separate books and records. Further, transactions between the Company and its affiliated NGS shall not involve cross-subsidies. Any shared facilities shall be fully and transparently allocated between the Company function and the affiliated NGS function. The Company accounts and records shall be maintained such that the costs incurred on behalf of an affiliated NGS may be clearly identified.
- m. The Company employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, as well as those responsible for (C) marking and customer service, shall not be shared with an affiliated NGS, and their offices shall be physically separated from the office(s) used by those working for the affiliated NGS. Such Company employees may transfer to an affiliated NGS provided such transfer is not used as a means to circumvent these interim standards of conduct.

ISSUED: September 28, 2012 EFFECTIVE: October 1, 2012

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RULES AND REGULATIONS

10. Standards of Conduct (continued)

- n. Neither the Company nor its affiliated NGS shall directly or by implication, falsely and unfairly represent to any ratepayer, the NGS or third party that an advantage may accrue to any party through use of the Company's affiliates or subsidiary, such as:
 - i. That the Commission regulated services provided by the Company are of a superior quality when services are purchased from its affiliated NGS; or
 - ii. That the merchant services (for natural gas) are being provided by the Company when they are in fact being provided by an affiliated NGS;
 - iii. That the natural gas purchased from a nonaffiliated NGS may not be reliably delivered;
 - iv. That natural gas must be purchased from an affiliated NGS to receive Commission regulated services.
- o. When affiliated NGSs market or communicate to the public using the Company's name or logo, it shall include a legible disclaimer that states:
 - i. That the affiliated NGS is not the same company as the Company.
 - ii. That the prices of the affiliated NGS are not regulated by the Commission; and
 - iii. That a customer does not have to buy natural gas or other products from the affiliated NGS in order to receive the same quality service from the Company.

When an affiliated NGS advertises or communicates verbally through radio or television to the public using the Company name or log, the affiliated NGS shall include at the conclusion of any such communication a legible disclaimer that includes all of the disclaimers listed in this paragraph.

- p. Except in competitive bid situations, the Company shall not (a) jointly market or jointly package its Commission regulated services with the services of an affiliated NGS or (b) offer or provide to its affiliated NGS products or services, including bill inserts in its Company bills promoting an affiliated NGS's services or a link from the Company's web site, unless the Company offers or provides the products or service to all nonaffiliated NGSs on the same terms and conditions.
- q. The Company shall not offer to sell natural gas commodity or capacity to its affiliated NGS without simultaneously posting the offering electronically on a source generally available to the market or otherwise making a sufficient offer to the market. The Company shall maintain a chronological log of these public disseminations. The chronological log shall be open for public inspection during normal business hours.
- r. The Company shall utilize, unless otherwise agreed to by the affected parties, the following complaint and dispute resolution procedure for dealing with any alleged violations of any of the standards of conduct, with the exception of paragraph (i.), which are exclusively under the purview of the Commission:

ISSUED: October 28, 2010 EFFECTIVE: June 10, 2011

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RULES AND REGULATIONS

10. Standards of Conduct (continued)

- i. In the event a NGS alleges a violation of any of these Standards of Conduct provisions, the NGS must provide the Company with a written Notice of Dispute that includes the names of the Parties and ratepayer(s), if any, involved and a brief description of the matters in dispute.
- ii. Within five (5) days of the Company's and/or the NGS's receipt of a Notice of Dispute, a designated senior representative of each of the Parties shall attempt to resolve the dispute on an informal basis.
- iii. In the event the designated representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.
- iv. Any party may file a complaint concerning the dispute with the Commission under relevant provisions of the Public Utility Code.
- v. A complainant bears the burden of proof consistent with 66 Pa. C.S. Section 332 (relating to Public Utility Code) in regard to the allegations and the Commission may impose penalties for such violations pursuant to 66 Pa. C.S. Section 3301.
- s. The Company shall keep a chronological log of any complaints, excepting paragraph (i.), regarding discriminatory treatment of NGS. This chronological log shall include the date and nature of the complaint and the resolution of the complaint. The chronological log shall be open for inspection during normal business hours.

11. Nomination Procedures

(C)

a. General Procedures

- i. All Transportation Volumes received for NGS's pool account at upstream pipeline transportation receipt points, local production volumes received for NGS's or Aggregator's account at local production receipt points and Pool-to-Pool transfer volumes shall be nominated to the Company in advance according to the procedures outlined in this section.
- ii. Nominations are to be transmitted to the Company via the Company's Electronic Nominations System and are to be received by the Company by the dates and times specified on the Company's Electronic Nomination System.

b. Nomination of Upstream Pipeline Volumes

i. Upstream pipeline nominations must conform, in content and format, with Company specifications for transportation volume nominations, which shall include, at a minimum: NGS's contract number; upstream pipeline contract number; and requested daily transportation volume.

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RULES AND REGULATIONS

b. Nomination of Upstream Pipeline Volumes (cont.)

- ii. The Company will either confirm, in total or in part, or reject NGS's transportation volume nomination based on the Company's operating conditions, the limits and requirements of the Company's system and facilities, previously confirmed nominations and timely confirmation by upstream pipelines. Accepted transportation volumes will be posted on Company's Electronic Nomination System. In order to support system operations, maintain system integrity, and minimize positive or negative imbalance volumes, the Company may request NGS to nominate and deliver transportation volumes to designated transportation receipt points. Such request shall be posted in advance on Company's Electronic Nomination System or through direct communication with the NGS. If, in Company's sole discretion, voluntary compliance by NGS fails to correct operational deficiencies, the Company may exercise it authority under Rule 4 of the Rules and Regulations to issue NGS specific and/or system wide OFOs.
- iii. Confirmed nominations will become effective on the date specified in the NGS's nomination and will remain in force until the last day of the current calendar month, subject to continued receipt by the Company from upstream pipeline of the confirmed volume, unless superseded by a subsequent transportation volume nomination or limited by operational conditions as mentioned above.
- iv. Nominations made in accordance with this Section do not relieve NGS of the obligation to submit corresponding nominations for service with an upstream pipeline.

c. Nomination and Reconciliation of Local Production Volumes

- i. No later than five days prior to the end of each month, the Company will set a Gross Production Projection (GPP) nomination for the following month for the metering stations identified in the agreement or other point of interconnection into the Company's System. The initial GPP nomination shall be based on recent available production data but may be subject to adjustment by the Company to reflect known and anticipated production changes provided (within 2 days) by the NGS or Local Gas Aggregator and confirmed by the Company. The confirmed GPP volume shall be used for reconciling local gas nominations and actual production.
- ii. The NGS or Local Gas Aggregator may request to change its GPP nomination during the month in accordance with the Company's Operating Rules for Local Gas Aggregation Service. The Company may, at its discretion, ask for additional justification for any nomination, which may result in an adjustment to the nomination.
- iii. Confirmed GPP nominations will be credited to the NGS's or Local Gas Aggregator's account on the date specified in the GPP nomination. When actual local gas aggregation volumes delivered into the Company's system are known, any discrepancies between actual and GPP nominations will be reconciled, in the first full calendar month following the determination of actual local gas aggregation volumes (the "Adjustment Month").
- iv. The volumetric discrepancy between the actual local gas aggregation volumes and the local gas aggregation nominations will be reconciled in the Adjustment Month by adjusting the NGS's or Local Gas Aggregator's monthly available volume.

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RULES AND REGULATIONS

d. Nomination of Pool-to-Pool Volumes

- i. Nominations must conform, in content and format, with the Company's specifications for Pool-to-Pool Volume nominations, as specified in the Company's Electronic Nominations System.
- ii. Such transfers may be used to resolve current daily imbalances created by the NGS's inability to match Daily Available volumes with the projected Aggregate Daily Consumption Volume and shall not be used to resolve daily imbalances occurring for any prior day or days.
- iii. Subject to the limits of the Company's operating conditions and facilities, and the reasonableness of the NGS's nomination as determined solely by the Company, the Company will either confirm, in total or in part, or reject the NGS's Pool-to-Pool Volume nomination.

e. Nomination of Assigned Pennsylvania-Produced Supplies

 All Pennsylvania-produced supplies assigned or sold to the NGS for a given month will be divided by the number of days of that month and automatically credited to the pool operator's Daily Available Volumes.

12. Confirmation of Ratepayer Enrollment

(C)

When the Company receives notice that a ratepayer has elected to switch NGSs or return to the Company's Supplier of Last Resort service, the Company shall initiate the confirmation procedure described herein. Such changes shall coincide with the start of customer's next billing cycle.

- a. The NGS must maintain either a mainframe computer or a personal computer that meets the processing capabilities required by the Company.
- b. The NGS shall notify the Company of new or deleted ratepayers via e-mail file in approved spreadsheet format. The NGS should notify the Company only of additions or deletions to its ratepayer list; existing ratepayers shall not be included.

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RULES AND REGULATIONS

12. Confirmation of Ratepayer Enrollment (continued)

- c. Notification from the NGS of new or deleted ratepayer shall consist of the following information: Ratepayer name, Service Address, the Company Account Number, Date and Time of file preparation, the NGS's assigned Pool Code (rather than the NGS name) and the NGS's assigned Rate Numbers, if the Company is billing on behalf of the NGS.
- d. The NGS may submit additions, changes or deletions from its ratepayer list to the Company on a daily basis. Such additions, changes or deletions from the ratepayer list will become effective for the service period reflected in the second bill issued following the date such additions, changes or deletions are submitted to the Company.
- e. The Company shall notify the NGS with a report via the Internet if a new ratepayer is not processed. The circumstances in which a ratepayer will not be processed may include, but are not limited to, the information provided by the NGS does not match the Company's required data elements, the ratepayer submitted by the NGS is not eligible for the requested service, and the ratepayer is no longer receiving service from the Company. Such report will be issued on the Company's web site following processing and will include the reason the ratepayer has not been processed.
- f. Once a prospective ratepayer's request has been processed, the Company shall mail out a confirmation letter to each ratepayer by the end of the next business day after the date the Company receives notification from the NGS that the ratepayer has elected to switch NGSs or return to the Company's supplier of last resort service, asking the ratepayer to notify the Company if information in the confirmation letter is inaccurate. Such confirmation letter shall include, if appropriate, the ratepayer's pool operator choice as stated by the NGS, the applicable billing option, the approximate date when transportation service is to begin and the date that the first bill will be mailed.
- g. Should the Company receive notification from a ratepayer within the five (5) calendar days (C) required under the confirmation letter that the ratepayer's gas service or gas supply election as described by the NGS is in error, the Company shall so notify the NGS. In case of notification by ratepayer of such error, the Company shall continue billing the ratepayer under the ratepayer's current billing arrangement. Should the Company receive notification from the ratepayer that the ratepayer's gas service or gas supply election as described by the NGS is in error, but not receive such notification within the five (5) calendar days period, the Company shall advise the (C) ratepayer to contact the NGS to request cancellation, and if requested by the ratepayer, the Company will treat this as an alleged slamming complaint.
- h. On or about the eighteenth (18th) of the month, the Company will post on its web site, a list of ratepayers for the forthcoming month. Additions and removals from the NGS will also be reported on a daily basis in an activity file.
- i. Should the Company receive notification by more than one NGS within a one-month period that the ratepayer has elected said NGS to supply ratepayer's natural gas, the Company shall proceed with the confirmation process using the first NGS which notifies the Company, unless the ratepayer informs the Company otherwise.
- j. The Company will issue, at a minimum, a monthly report of ratepayers who have discontinued service with the NGS via Internet, which shall include discontinuances initiated by the incumbent NGS, the ratepayer or ratepayer's new NGS.

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(C)

RULES AND REGULATIONS

13. Customer Service, Information Requirements and Slamming Complaints

- a. NGSs shall refer to the Commission's Guidelines for Maintaining Customer Services at the Same Level of Quality Pursuant to 66 Pa. C.S. §2206 (a), Assuring Conformance with 52 Pa. Code Chapter 56 Pursuant to 66 Pa. C.S. §§2207 (b), 2208 (e) and (f) and Addressing the Application of Partial Payments at Docket No. M-00991249F0003, for requirements relating to credit determination, deposits, initiation and disconnection of service.
- NGSs shall refer to the Commission's Customer Information Disclosure Guidelines at Docket No. M-00991249F0005, for requirements relating to disclosure of terms of service, marketing, advertising and sales practices, and privacy of customer information.
- c. NGSs shall refer to the Commission's Guidelines to Ensure Customer Consent to a Change of Natural Gas Suppliers at Docket No. M-00991249F0006, for requirements on handling customer slamming complaints.

14. Customer Contact (C)

The NGS must maintain a twenty-four (24) hour answering service or a telephone answering machine which informs all callers that if they smell gas or there is any other emergency regarding gas service, the callers should call their gas utility immediately.

If the NGS receives a telephone call from a ratepayer which should be directed to the Company, the NGS shall direct the ratepayer to the appropriate contact within the Company.

The NGS shall handle all calls regarding commodity charges and associated rates.

NGSs must coordinate with the Company in resolving ratepayer inquiries or complaints which involve services provided by both the Company and NGSs.

15. <u>Miscellaneous</u> (C)

- a. The NGS shall be deemed to be in control and possession of the gas transported to Company until the gas has been delivered to Company at the agreed-upon delivery point.
- b. The NGS warrants the title of the gas delivered to Company and shall indemnify the Company for and save Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all other persons or parties to the gas delivered to Company.
- c. The NGS shall be subject to the Liability provisions contained in Company's Retail Gas Tariff.

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RATE P-1 PRIORITY ONE POOLING SERVICE

AVAILABILITY
Unless otherwise agreed to by the Company, an NGS that operates a P-1 and a NP-1 pool must
(C)

Unless otherwise agreed to by the Company, an NGS that operates a P-1 and a NP-1 pool must (C) serve its P-1 customers from its P-1 pool and serve its NP-1 customers from its NP-1 pool. Service (C) under this rate schedule is available to any Priority One Pool Operator who has entered into a Priority One Pooling Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements. Ratepayers must assign their rights provided under the applicable transportation rate schedules to said Pool Operators.

RULES AND CONDITIONS

1. Assignment of Capacity

Pool Operators who take service under this rate schedule must take assignment of a pro-rata or other agreed upon share of the pipeline and storage capacity and Pennsylvania produced gas supplies ("assigned capacity") that would otherwise be utilized by the Company to meet the ratepayer's commodity service requirements. Assigned capacity shall be subject to recall to the extent that the Pool Operator is unable to deliver necessary gas supplies, in which case the Company will provide for the delivery of necessary gas supplies pursuant to the terms of the standby rate schedule. More specific terms with respect to capacity assignment requirements are set forth in the following sections. However, such additional terms with respect to capacity assignment requirements shall be subject to review in the Company's annual Section 1307(f) proceeding.

Assignment of Pennsylvania -Produced Supplies

(C)

Pennsylvania gas produced from wells under gas purchase contracts for sale to the Company and for ultimate delivery into the Company's system may be assigned or sold to the NGS as agent for (C) the ratepayer of the NGS's Priority-One Pool. The assignment shall be structured at a monthly weighted average purchase cost of the assigned Pennsylvania-produced supplies. Such purchased gas cost shall include any volumetric delivery and fuel charges incurred by the Company for local production volumes delivered to the Company via interstate pipelines. The term of the assignment shall be from the first month in which the NGS renders commodity service to the customer until the NGS's supply agreement with customer expires, or as otherwise provided herein.

Assigned Pennsylvania-produced supplies shall be recallable by the Company only under the following circumstances:

- (1) the ratepayer on whose behalf the supplies have been assigned is no longer served by the NGS or
- (2) the NGS has failed to comply with terms and conditions set forth herein.

Assignment of Upstream Pipeline Capacity

(C)

This section applies to the Company's upstream pipeline capacity on Dominion Transmission, Inc. ("DTI"), Texas Eastern (TETCO), Equitrans, and any other pipelines on which the Company may contract for capacity from time to time, excluding National Fuel Gas Supply Corporation.

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RATE P-1 PRIORITY ONE POOLING SERVICE

1. Assignment of Capacity (continued)

(C)

Consistent with FERC rules and regulations for capacity releases under state retail choice programs, upstream pipeline firm transportation capacity held by the Company shall be assigned to the NGS as agent for the customers of the NGS's Priority-One Pool. The assignment shall be structured as a zero cost release of capacity provided, however, that the NGS should be responsible for paying all usage based pipeline charges. The term of the release shall be on a monthly basis, (C) commencing with the first month in which the NGS rendered commodity service to the customer to (C) the earlier of the end of the seasonal period (Winter releases shall terminate March 31 and summer releases shall terminate October 31.) or the termination date of the contract(s) between the Company and the upstream pipeline or the last month in which the NGS renders commodity service to the customer on whose behalf the capacity had been assigned; provided however, the Company may in its discretion release such capacity on a monthly basis. The NGS must comply with all upstream pipeline requirements to become an eligible shipper on the upstream pipeline system. The NGS is responsible for paying all upstream pipeline variable charges incurred on the upstream pipeline. (C)

The firm transportation capacity released pursuant to the previous section shall be recallable by the Company only under the following circumstances:

- a. the customer on whose behalf the capacity has been assigned is no longer served by the NGS or
- b. the NGS has failed to comply with the terms and conditions set forth herein.

Consistent with FERC rules and regulations for capacity releases under state retail choice programs, upstream pipeline storage capacity held by the Company shall be assigned to the NGS as agent for the ratepayers of the NGS's Priority-One Pool. The assignment shall be structured as a release of capacity at zero cost and may be subject to conditions of release (including, but not limited to, injection and withdrawal rights) that differ from the applicable upstream pipeline storage service. The release shall terminate at the end of the then-current storage season pursuant to the applicable upstream pipeline rate schedule terms and conditions; provided however, the Company may in its discretion release such capacity on a monthly basis.

Capacity released pursuant to this section shall be recallable by the Company only upon failure of the NGS to comply with the terms and conditions set forth herein or in connection with a buyback of gas by the Company as set forth in paragraph 2 of this rate schedule.

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Assignment of Other Supplies

(C)

The Company reserves the right to assign or sell other gas supplies that are under contract with the Company and used to satisfy its supplier of last resort obligation to Priority-One ratepayers. To the extent that a Priority-One supplier receives an assignment of the Company's capacity it holds on the Equitrans System, the Company shall provide Priority-One suppliers with an option to purchase (C) from the Company a pro-rata share of the firm gas supplies available to the Company under its gas supply agreement with EQT Energy, LLC. Such purchase shall also occur if the Company determines that, as a result of the Priority One ratepayer's migration from supply service provided by the Company to supply service provided by P-1 NGSs, the amount of gas supplies under long term firm purchase contracts are in excess of the usage requirements of supplier of last resort ratepayers currently served by the Company.

Such gas shall be sold to the NGS as agent for the ratepayer of the NGS's Priority One Pool. The sale shall be structured at the actual purchase cost of the supplies associated with firm purchase contracts.

Supplies sold under this section shall be discontinued by the Company under the following conditions:

- The ratepayer on whose behalf the supplies have been sold is no longer served by the NGS;
 or
- 2. The NGS has failed to comply with terms and conditions set forth herein.

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RATE P-1 PRIORITY ONE POOLING SERVICE

1. Assignment of Capacity (continued)

Determination of Assignment Quantities

(C)

Unless provided otherwise herein, assignments of Pennsylvania-produced and other supplies, upstream pipeline firm transportation capacity and upstream pipeline storage capacity shall be assigned on a *pro rata* basis in accordance with the supply portfolio held by the Company at the time of assignment to serve its Priority-One customers; provided however, the Company shall not be required to assign capacity that is deminimis in nature. The Company will endeavor to accommodate a Priority-One supplier's request for particular upstream pipeline capacity on a first-come first-served basis.

The Company will evaluate the capacity and supply assignments made to the NGS as agent for ratepayers of the NGS's Priority-One Pool monthly based on the methodology set forth above. The evaluation will include an assessment of whether the upstream pipeline storage capacity assignments are adequate to serve the needs of the customers of the Pool Operator at that time. To the extent that the evaluation so indicates, revisions to the upstream pipeline storage and storage (C) capacity assignments will be made effective with the summer period. To the extent that the winter evaluation so indicates, the Company may require the NGS to secure additional reliable natural gas commodity, capacity and delivery service to meet the needs of the NGS's Customers. In addition to the preceding, the Company will evaluate the capacity assignments made pursuant to this section from time to time to ensure adequate compliance with its provisions.

Capacity assigned to the NGS hereunder by the Company may be traded with other Priority-One NGSs as long as each NGS retains an aggregate amount determined by the Company to be necessary to satisfy the total demands of the NGS's customers. Such trading may occur no more frequently than twice per calendar year unless otherwise agreed to by the Company. Any capacity trades must be reduced to writing and provided to the Company for final approval.

Any assignments made pursuant to this tariff are made subject to any order of the Commission. Should the Commission, or any body authorized by law require a disallowance in the Company's rates that is directly attributable to the Company's assigning or transferring gas supplies to the NGS pursuant to these procedures, the NGS agrees to reimburse to the Company within 30 days of notification of any monies disallowed by the Commission or such other body that are directly attributable to the NGS. The Company shall provide such notification no later than thirty (30) days after a final order is entered by the Commission or other such body.

2. Nomination Procedures

(C)

Refer to Rule 11 of the Rules and Regulations.

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PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 FIFTH REVISED PAGE NO. 26
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SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 SECOND REVISED PAGE NO. 27 CANCELLING FIRST REVISED PAGE NO. 27

RATE P-1 PRIORITY ONE POOLING SERVICE

3. Storage Gas Transfers

Storage Gas Sold by the Company

(C)

- a. Storage gas transfers may be required by the Company under the following conditions:
 - i. The NGS is unable to attain the storage inventory level required by the upstream (C) storage service as a result of ratepayers initially receiving service from the NGS after the commencement of the Summer Period; or, (C)
 - ii. The NGS is assigned upstream pipeline storage capacity during the Winter Period as a result of ratepayers initially receiving service from the NGS during the Winter Period.
- b. The maximum volume of storage gas transfers for the applicable month shall be determined as follows:
 - i. For assigned upstream pipeline storage capacity, the maximum storage gas transfer shall be the upstream pipeline storage capacity incrementally assigned for the month multiplied by the estimated beginning of the month percentage of the Company's upstream pipeline storage inventory level to the Company's upstream pipeline storage capacity.

Storage gas transfers shall not be allowed if in the Company's sole discretion it determines such transfers would be detrimental to the operation of the Company's system or its ability to meet Retail Sales Demand in a cost effective manner.

The storage gas transfer price each month shall be at the Company's estimated commodity cost of storage gas for the year, plus any applicable taxes. The storage gas transfer price shall be reconciled each calendar year to take into account the actual commodity cost of gas injected into storage net of withdrawals for the current year and, as applicable, the commodity cost of gas from previous years' LIFO inventory layers. The Company shall bill such additional costs as soon as practicable. With respect to storage gas transfers from upstream pipeline storage capacity, the NGS will pay an additional charge equal to the upstream pipeline storage capacity injection and storage fuel charges.

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 27A

RATE P-1 PRIORITY ONE POOLING SERVICE

3. Storage Gas Transfers (Cont.)

Storage Gas Purchased by the Company

(C)

In the event: 1) the NGS's Priority-One Pooling Agreement is terminated or canceled or 2) the NGS is no longer serving customers on whose behalf the storage capacity has been assigned and to the extent the Company in its sole judgment determines it operationally requires such storage capacity to serve the returning customers, the Company shall have the right, but not the obligation to purchase up to the remaining storage gas in upstream pipeline storage inventories or up to the volumes in storage attributable to the NGS's load loss, respectively. The buyback rate shall be the lower of: 1) Storage Gas Transfer Price or 2) the midpoint index price for gas delivered to Dominion Transmission, Inc.'s ("DTI") Appalachian South Point as published on the effective date of the buyback plus firm transportation changes to bring the gas to the Company's system, including applicable fuel retainage.

To the extent this provision is invoked and the NGS's storage gas in inventory is below the minimum inventory levels required by these procedures and the Company is required to purchase additional gas supplies on the open market, the NGS agrees to pay the Company an amount equal to the deficiency in volumes from the required inventory levels multiplied by the difference between the price the Company paid and the buyback rate.

GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 28

RATE P-1 PRIORITY ONE POOLING SERVICE

4. Load Forecasting

The Company will provide the Pool Operator with a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption of all the ratepayers in the pool (Aggregate Daily Consumption Volume) at least two days in advance of when Pool Operators must deliver volumes to the Company. The Company may issue OFOs consistent with the terms of the Company's tariff and, as a result, may provide the Pool Operator with daily projections less than two days in advance.

In a format suitable to the Company, the Pool Operator will provide sufficient information about the Priority-One transportation ratepayers, whose natural gas requirements shall be supplied by the Pool, for the Company to identify them in the Company's billing system. In the event that those ratepayers shall vary during the term of the Priority One Agreement, Pool Operator shall provide an updated list of ratepayers to the Company as soon as reasonably possible.

Each of the ratepayers of Pool Operator's Priority-One Pool must have all of their natural gas consumption over the entire ratepayer Billing Cycle supplied by Priority-One Pool volumes nominated by Pool Operator. Seven business days prior to the first nomination period, the Company shall provide Pool Operator an initial listing of the end-use ratepayer accounts to be served by the Pool Operator's Priority-One Pool during the period to which the nominations apply and one week prior to the nomination period for each subsequent month, a listing with additions and deletions from the initial list.

Each Monday through Friday before 10:00 a.m., the Company will provide a projection of the Aggregate Daily Consumption Volume of the ratepayers of the Pool Operator's Priority-One Pool for the current and subsequent two days. During periods in which no Operational Flow Orders have been issued, the Company will use the following schedule to establish the Aggregate Daily Consumption Volume for which the Pool Operator will be held accountable:

The Projection Will Be Used to Establish the Aggregate Daily

Provided On: Consumption Volume Accountability for the Following

Provided On: Consumption Volume Accountability for the Following:

Monday Wednesday
Tuesday Thursday
Wednesday Friday
Thursday Saturday

Friday Sunday, Monday and Tuesday

- a. During periods in which an OFO is in effect, the Company shall establish the Aggregate Daily Consumption Volume no later than 10:00 a.m. of the same Day; or,
- During periods when the mean average temperature is projected to be below 20 degrees
 Fahrenheit and the mean average temperature projection changes to be colder by at
 least 4 degrees Fahrenheit, the Company may establish the Aggregate Daily
 Consumption Volume for a particular day by giving 24 hour notice to the Pool Operator.

ISSUED: October 28, 2010 EFFECTIVE: June 10, 2011

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 THIRD REVISED PAGE NO. 29 CANCELLING SECOND REVISED PAGE NO. 29

RATE P-1 PRIORITY ONE POOLING SERVICE

5. Daily Gas Deliveries and Balancing

(C)

The Pool Operator must acquire an adequate supply of natural gas (including any assigned volumes) of a quality acceptable to the Company, including allowances for any retention required by upstream pipelines and the Company, and arrange for the delivery of such gas supply to delivery points specified by the Company.

Any differences between the Aggregate Daily Consumption Volume and the Daily Available Volumes during periods in which no OFOs have been issued shall be subject to the following balancing charges:

Negative Daily Imbalance - A negative imbalance fee will be assessed on the shortfall of the Daily Available Volumes relative to the Aggregate Daily Consumption Volume. The negative imbalance will be sold by the Company at a price equal to the midpoint price of gas for the day using the (C) Gas Daily index price (converted to Mcf) for gas delivered to Dominion Transmission, Inc.'s Appalachian South Point multiplied by 115%. Volumes sold by the Company are subject to (C) applicable taxes.

Positive Daily Imbalance - A positive imbalance fee will be assessed on the Daily Available Volumes in excess of the Aggregate Daily Consumption Volume. The positive imbalance will be purchased by the Company at a price equal to the midpoint price of gas for the day using the (C) Gas Daily index price (converted to Mcf) for gas delivered to Dominion Transmission, Inc.'s Appalachian South Point multiplied by 85%.

In the event Pool Operator fails to provide cumulative Daily Available Volumes plus pool-to-pool transferred volumes equal to at least 75% of cumulative daily pool requirements over two or more consecutive months, the Company may, at its sole discretion in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Pool Operator upon five (5) days written notice to the Pool Operator and terminate the Agreement upon ten (10) days written notice to Pool Operator.

In the event the Pool Operator fails to provide Daily Available Volumes plus pool-to-pool transferred volumes equal to at least 50% of daily pool requirements for five or more days in each of two consecutive month the Company may, at its sole discretion in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Pool Operator upon five (5) days written notice to the Pool Operator and terminate the Agreement upon ten (10) days written notice to Pool Operator.

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RATE P-1 PRIORITY ONE POOLING SERVICE

6. Reconciliation of Monthly Volumes

(C)

The difference between aggregate monthly consumption volume and the sum of the aggregate (C) daily consumption volume, as adjusted for any prior month billing corrections, shall be reconciled monthly. The difference shall be reconciled in the next calendar month following its determination (the "Adjustment Month") by adjusting the NGS's aggregate daily consumption volume on each day in the Adjustment Month by an amount equal to the difference divided by the number of days in the (C) Adjustment Month or by other methods as made available by the Company, including, but not limited to, selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer. (C)

7.

RATE TABLE (C)

Pooling Fee: \$0.0436 pooling charge per 1,000 cubic feet (mcf) for each mcf delivered into a

pool each month, net of retainage, subject to a minimum charge of \$400.00 (C) per month, except that the pooling charge shall only be assessed to the pool which receives gas via a pool-to-pool transfer and shall not be assessed to the

pool which supplies gas in a pool-to-pool transfer.

Pool-to-Pool \$0.04 per 1,000 cubic feet (mcf) up to a maximum amount of \$100 per

Transfer Fee: month charged to the pool which supplies volumes of gas to another pool that (C)

balances on a daily basis. Pool-to-Pool transfers may be nominated at any time

during the calendar month.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

<u>AVAILABILITY</u>

(C)

Service under this rate schedule is available to any Non-Priority One Pool Operator who has entered into a Non-Priority One Pooling Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements. Ratepayers must assign their rights provided under the applicable transportation rate schedules to said Pool Operators.

Unless otherwise agreed to by the Company, an NGS that operates both a P1 and NP-1 pool must (C) serve its P1 customers from its P1 pool and serve its NP-1 customers from its NP-1 pool. If the Non-Priority One Pool Operator supplies Priority One ratepayers with a total annual consumption greater than 30,000 mcf and does not operate a P1 pool, then the Non-Priority One Pool Operator shall establish (C) a separate Priority One Pool for these ratepayers or eliminate sufficient Priority One ratepayers from the Non-Priority One Pool to reduce the total annual consumption by Priority One ratepayers to an amount less than 30,000 mcf.

RULES AND CONDITIONS

1. Scheduling of Service

All transportation volumes received for Pool Operator's account at transportation receipt points shall be nominated in advance according to the procedures set forth below. Pool Operators may not nominate volumes in excess of the total maximum daily volumes of its ratepayers as determined by the Company or as set forth in a ratepayer's transportation contract with the Company, times the number of days in the month. The Company may issue Operational Flow Orders consistent with the terms of the Company's tariff.

2. Assignment of Capacity

(C)

NGSs who take service under this rate schedule must take assignment of a pro-rata or otherwise agreed upon by the Company share of the pipeline and storage capacity held by the Company on the Allegheny Valley Connector ("AVC") pipeline system, an interstate pipeline system subject to the regulation of FERC, that would otherwise be utilized by the Company to meet the ratepayer's commodity service requirements. Assigned capacity shall be subject to recall to the extent that the NGS is unable to deliver necessary gas supplies, in which case the Company will provide for the delivery of necessary gas supplies under its supplier of last resort obligation. The capacity assignment requirements shall be subject to review in the Company's annual 1307(f) proceeding.

Consistent with FERC's rules and regulations for capacity releases under state retail choice programs, upstream pipeline firm transportation capacity held by the Company on the AVC pipeline system may be assigned to the NGS as agent for the ratepayers of the NGS's Non Priority-One Pool. The (C) assignment shall be structured as a zero cost release of capacity, provided, however, that the (C) NGS should be responsible for paying all usage based pipeline charges. The term of the release (C) may be on a seasonal basis commencing with the first month in which the NGS renders commodity service to the ratepayer to the earlier of the end of the seasonal period (winter releases shall terminate March 31 and summer releases shall terminate October 31) or the termination date of the Company's contract for service on the AVC system or the last month in which the NGS renders commodity service to the ratepayer on whose behalf the capacity has been assigned; provided however, the Company may in its discretion release such capacity on a monthly basis.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

Assignment of Capacity (Cont.)

Upstream pipeline firm storage capacity held by the Company on the AVC pipeline system may be assigned to the NGS as agent for the ratepayers of the NGS's Non Priority-One Pool. With regard to capacity that represents storage service formerly provided under Rate ST and Rate ST-SW, the Company may release storage capacity on the AVC system at less than maximum rates. The release shall terminate at the end of the then-current storage season pursuant to the applicable rate schedule terms and conditions for service on the AVC system; provided however, the Company may at its discretion release such capacity on a monthly basis. Company's release of such capacity shall, in all respects, be in accordance with the FERC Gas Tariff governing service on the AVC system and the applicable rules and regulations of FERC regarding the release of capacity, including FERC's rules for capacity releases occurring as part of a state retail choice program.

The NGS must comply with all pipeline tariff requirements to become an eligible shipper on the AVC pipeline system. The NGS is responsible for paying the pipeline directly for capacity assigned under these provisions, which payments shall include all applicable surcharges for service on the AVC system. To the extent that the NGS's customers are paying equivalent capacity charges in accordance with the Company's Retail Tariff, the Company will reimburse the NGS's for these pipeline capacity charges.

The capacity released under this section shall be recallable by the Company under the following conditions:

- The ratepayer on whose behalf the supplies have been assigned is no longer served by the NGS; or
- 2. The NGS has failed to comply with terms and conditions set forth herein.

Nomination Procedures	((C)
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Refer to Section 11 of the Rules and Regulations.

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RATE NON-PRIORITY ONE NON-PRIORITY ONE POOLING SERVICE

4. Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes (C)

AVAILABILITY

The Company will make available for purchase by Non-Priority One pool volumes used by the Company to provide balancing services for Non-Priority One (C) customers.

The Company will purchase balancing volumes based on the Summer Period schedule set forth (C) below. Such volumes shall be purchased by the Company at the first of the month Dominion Transmission Inc. Appalachia Index price as published in *Inside FERC's Gas Market Report*. The Company will sell balancing volumes on the Winter Period schedule set forth below. Such monthly volumes shall be sold to Non-Priority One pools at a price equal to the sum of:

- Weighted average cost of balancing volumes purchased during the summer season:
- 2. The Company's carrying costs associated with balancing volumes purchased by the (C) Company to be sold to Non-Priority One pools. The rate used to calculate the carrying costs shall be based on the Company's actual short-term debt cost rate; and
- 3. Any applicable interstate pipeline volumetric charges and fuel associated with the delivery of any balancing volumes to the Company's system. (C)

All of the revenues generated by the sale of balancing gas to the Non-Priority One pools shall be (C) credited to ratepayers through the 1307(f) mechanism.

The amount of balancing volumes to be made available for purchase by each Non-Priority One (C) pool will be determined based on the percentage of annual volumes served by each Non-Priority One pool to total annual volumes served by all Non-Priority One pools, based on February business of each year. The Company will inform each Non-Priority One pool of its allocation of balancing (C) volumes available for purchase no later than nine business days before the end of March and each Non-Priority One pool must inform the Company of the amount of balancing volumes to be purchased, up to 100 percent of its allocated volumes, no later than six business days before the end of March. Any balancing volumes not accepted for purchase by a Non-Priority One pool shall be (C) utilized by the Company and will not be made available to other Non-Priority One pools throughout the winter season. The amount of balancing volumes accepted by a Non-Priority One pool shall (C) be final for the ensuing winter period and shall fix the volume of balancing to be purchased and which the Non-Priority One pool is obligated to utilize throughout the entire winter period.

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. S-2 FIRST REVISED PAGE NO. 34A CANCELLING ORIGINAL PAGE NO. 34A

4. Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes (cont.)

SUMMER PERIOD PURCHASE

(C)

Balancing volumes will be purchased by the Company according to the following schedule, with daily purchase volumes in a given month determined by dividing the monthly amount by the number of days in the month:

April and October - 1/12th of allocated balancing volumes
May – September - 1/6th of allocated balancing volumes

WINTER PERIOD SALE

(C)

Balancing volumes shall be sold by the Company according to the following schedule, with daily volumes in a given month determined by dividing the monthly amount by the number of days in the month:

November - 9 percent of allocated balancing volumes 17 percent of allocated balancing volumes 27 percent of allocated balancing volumes February - 27 percent of allocated balancing volumes March - 20 percent of allocated balancing volumes

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RATE NON-PRIORITY ONE NON-PRIORITY ONE POOLING SERVICE

4. Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes (C) (continued)

OTHER PROVISIONS

Annual Level of Balancing Volumes to be Made Available for Purchase

(C)

On an ongoing annual basis, the Company shall review the total level of balancing volumes (C) made available for sale to Non-Priority One pools and, based on changes in the total annual volumes served by all Non-Priority One pools, may revise from year to year the total level of available balancing volumes. Any proposed revisions to the total level of balancing volumes shall be (C) reflected in the Company's annual 1307(f) filings and will be determined by multiplying a factor of 46.7% times forecasted January Non-Priority One transportation usage. The Company shall, for a period of three years, notify active Non-Priority One suppliers of any proposed revision to the total level of balancing volumes at the time of any annual 1307(f) filing containing such a revision. (C)

Calendar Month Pool Supply

(C)

Balancing gas volumes purchased will be considered as part of the Monthly Available Volumes and will have the priority immediately following pay-back of prior month advanced and banked volumes.

All Supplier Tariff provisions shall apply to Non-Priority One pool access to balancing volumes (C) unless otherwise modified herein.

5. Monthly Balancing

(C)

Until March 31, 2016, The Company shall provide a monthly balancing service to Non-Priority One Pools

Any difference between the customers' Aggregate Monthly Consumption Volume and the total Monthly Available Volumes shall be subject to monthly balancing.

Negative Monthly Imbalance – The negative imbalance volume will be sold by the Company at a price equal to the highest midpoint price published in Platts, Gas Daily publication, under Appalachia DTI Southpointe for the month multiplied by 115%. (C)

Positive Monthly Imbalance – The positive imbalance volume will be purchased by the Company at a price equal to the lowest midpoint price published in Platts, Gas Daily publication, under Appalachia DTI Southpointe for the month multiplied by 85%. (C)

6. Daily Load Forecasting and Balancing

(C)

Effective April 1, 2016, the Company shall provide daily load forecasting and balancing for Non-Priority One Pools

The Company will provide the Pool Operator with a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption of all the ratepayers in the pool (Aggregate Daily Consumption Volume) at least 7 days in advance of the start of the month. This projection will be based on estimated monthly usage divided by the number of days within the month. The Aggregate Daily Consumption Volume will remain the same throughout the month and any difference in actual monthly usage will be reflected in the calculation of the following month's Aggregate Daily Consumption Volume. The Company reserves the right to adjust the Aggregate Daily Consumption Volume due to weather or large known consumption variations.

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RATE NON-PRIORITY ONE NON-PRIORITY ONE POOLING SERVICE (cont.)

6. Daily Load Forecasting and Balancing (Cont.)

(C)

Any difference between the customers' Aggregate Daily Consumption Volume and the Daily (C) Available Volumes, during periods in which no OFOs have been issued, shall be subject to the (C) following balancing charges:

Negative Daily Imbalance - The negative imbalance volume will be sold by the Company at the Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, (C) Dominion, South Point on the day the shortfall occurs multiplied by 115%. Volumes sold by (C) the Company are subject to applicable taxes

Positive Daily Imbalance - The positive imbalance volume will be purchased by the Company (C) at Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, (C) Dominion, South Point on the day the excess occurs multiplied by 85%.

In the event Pool Operator fails to provide cumulative Daily Available Volumes plus pool-to-pool transferred volumes equal to at least 75% of cumulative daily pool requirements over two or more consecutive months, the Company may, at its sole discretion, in accordance with reasonable and standard industry practice, terminate the Pooling Agreement.

The difference between Calendar Month Pool Supply and Calendar Month Pool Sendout, as adjusted for any prior month billing corrections, may be reconciled monthly. The difference shall be reconciled in the next calendar month following its determination (the "Adjustment Month") by adjusting the NGS's Daily Available Volume on each day in the Adjustment Month by an amount equal to the difference divided by the number of days in the Adjustment Month or by other methods made available by the Company including, but not limited to, the selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer.

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RATE NON-PRIORITY ONE NON-PRIORITY ONE POOLING SERVICE

7. Reconciliation of Local Gas Volumes

(C)

No later than five days prior to the end of each month, the Company will set a Gross Production (C) Projection (GPP) nomination for the following month. The initial GPP nomination shall be based on (C) recent available production data but may be subject to adjustment by the Company to reflect (C) known and anticipated production changes provided by the Pool or Local Gas Aggregator and confirmed by the Company. The confirmed volumes will be used for reconciling local gas nominations and actual production. Confirmed GPP nominations will be credited to Pool Operator's account on (C) the date specified in the Pool Operator's nomination. When actual local gas volumes delivered to the Company are known, any discrepancies between actual and nominated local gas volumes will be reconciled in the first full calendar month following the determination of actual local gas volumes (C) (the "Adjustment Month") by adjusting the Pool Operator's monthly available volume.

The volumetric discrepancy between the actual produced local gas volumes and the nominated local gas volumes will be reconciled in the Adjustment Month by adjusting the Pool Operator's Monthly Available Volume in the Adjustment Month by an amount equal to the volumetric discrepancy.

Local gas volumes supplied from a Local Gas Aggregation Pool are not subject to this reconciliation.

RATE TABLE (C)

Pooling Fee

\$0.0436 pooling charge per 1,000 cubic feet (mcf) for each mcf delivered into a pool each month, net of retainage, subject to a minimum charge of \$800.00 per month. The (C) pooling charge shall only be assessed to the pool which receives gas via a pool-to-pool transfer and shall not be assessed to the pool which supplies gas in a pool-to-pool transfer and/or an imbalance trade.

Pool-to-Pool

\$0.04 per 1,000 cubic feet (mcf) up to a maximum amount of \$100 per month Transfer Fee: assessed to the pool which supplies volumes of gas to another pool balancing on the same basis, either daily or monthly. Pool-to-Pool Transfers occurring during a calendar month may be nominated at any time during the calendar month but no later than by 5:00 p.m. on the second business day of the following calendar month.

Imbalance Trading Fee For Monthly Balanced **Pools**

\$0.04 per 1,000 cubic feet (mcf) up to a maximum of \$100 per month charged to the (C) pool which supplies volumes of gas to another Non-Priority One pool or Priority-One pool that balances on the same basis. These fees shall also apply to the pool that transfers storage inventory volumes to a Priority-One pool after the end of the calendar month. Imbalance trades must be nominated by 5:00 p.m. on the fourth full business day after the Company provides actual consumption volumes to the Pool Operator.

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RATE LGA LOCAL GAS AGGREGATION SERVICE

AVAILABILITY

Service under this rate schedule is available to any Aggregator who has entered into a Local Gas Aggregation Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements.

The locally produced gas nominated out of the Local Gas Aggregation Pool will be balanced monthly with actual production delivered into the Company's system.

RULES AND CONDITIONS

1. Points of Receipt

The points of receipt for local gas aggregation shall be those metering stations identified by the Aggregator in its Measurement Operating Agreement with the Company or any other designated point where gas is delivered into the Company's system. The Aggregator will pay for any investment costs required to receive gas into the Company's system at agreed-upon transportation gas receipt points. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.

pipe and valve.	
Nomination of Aggregated Production	(C)
Refer to Rule 11 of the Rules and Regulations.	
	Nomination of Aggregated Production

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RATE LGA LOCAL GAS AGGREGATION SERVICE

4. Aggregation Balancing

(C)

Volumes nominated into a Local Gas Aggregation Pool shall equal the volumes delivered out of the Local Gas Aggregation Pool. Aggregators will not be permitted to deliver more gas out of the pool than is nominated into the pool in any given month. If volumes nominated into a Local Gas Aggregation Pool are greater than volumes delivered out of the Local Gas Aggregation Pool, those volumes shall be sold to the Company at a price using the first of the month IFERC DTI Appalachia (C) Index multiplied by 85%.

5. Procedures When a Local Gas Aggregator Exits the System

Balancing of local supplies for the exiting aggregator's final month of service shall be performed in accordance with the "Monthly Balancing" provisions under Rate NP-1. No imbalance price multipliers will be applied.

Rate Table (C)

Aggregation Fee:

\$0.0436 aggregation charge per 1,000 cubic feet (mcf) for each mcf delivered out of the Local Gas Aggregation Pool each month subject to a minimum charge of \$100 per month. The aggregation fee will not be applied to volumes supplied to a Non-Priority One, Priority One Pool, or Local Gas Aggregation Pool which will be subject to a pooling/aggregation fee. The aggregation fee shall not be applied to volumes delivered off system by Peoples. Gas volumes delivered off system by Peoples shall be subject to an off system transportation fee.

Pool-to-Pool Transfer Fee

\$0.04 per 1,000 cubic feet (mcf) up to a maximum amount of \$100 per month charged to any Local Gas Aggregation pool which supplies volumes of gas to another Local Gas Aggregation pool.

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RATE SBS SUPPLIER BILLING SERVICE

AVAILABILITY

Service under this rate schedule is available to the NGS which receives service under Rate P-1 or Rate NP-1 and elects to have the Company bill customers for natural gas supplied by the NGS.

RULES AND CONDITIONS

1. Limitations

The Company shall provide service under this rate schedule provided that its billing systems have the capacity and capability to bill the rate plans offered by the NGS. The Company shall maintain a limited amount of billing system space and accordingly, shall offer only a limited number of price plans per NGS. The Company shall not be required to make programming changes to accommodate the NGS's rate structure.

2. Notifications

Prior to the NGS commencing marketing, the NGS shall provide a written copy of its rate structure to the Company. All rate information received by the Company shall be confidential.

The NGS shall be notified within ten (10) business days after the Company receives a written copy of the NGS's rate structure if such rate structure can (or cannot) be accommodated by the Company's billing system. The NGS shall not commence marketing until it receives a positive affirmation that its rate structure can be accommodated by the Company.

The NGS must provide fifteen (15) day's notice to the Company of any rate changes, which changes shall be subject to the Company's approval based on the Company's ability to accommodate such changes in its programming. Approved rate changes shall be effective on the customer's next billing date.

3. Bill Content (C)

The bill sent to the ratepayer shall be provided under the following conditions:

- a. The NGS's name, phone number, business address and internet address shall appear on the bill so the NGS can answer any customer questions regarding commodity charges.
- b. The billing envelope shall not provide space for inserts from the NGS. The bill shall not include messages from the NGS.
- c. The bill shall contain the NGS's Commodity charges. The Company shall not be required to bill any charges other than gas commodity charges.
- d. The Company will house, bill and display sales tax on the commodity and remit sales tax to the state. The NGS appoints the Company as its agent for the limited purpose of collecting and remitting the NGS's sales tax, and further agrees to indemnify and hold the Company harmless for any claims, suits and/or damages that arise due to the Company acting as the NGS's agent in collecting and remitting such taxes.
- e. The Company shall offer a separate billing option for residential customers to equalize monthly payments.

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RATE SBS SUPPLIER BILLING SERVICE

4. Purchase of Receivables

NGSs that receive service under this rate schedule may elect to have the Company purchase its accounts receivables. The NGS's option to participate or not participate in the Purchase of Receivables (POR) program is limited to once per year. If an existing NGS elects to participate in the POR program, the Company will not purchase accounts receivable balances that existed prior to the NGS's election to participate in the POR program.

Purchase of Receivables Option

(C)

The following operating rules will apply to any NGS electing to participate in the POR program:

- 1. The POR program is only available to NGSs that operate a P-1 or NP-1 pool. The Company shall purchase receivables for all customers in a participating pool. All customers served from a P-1 pool are eligible to have their receivables purchased by the Company. If a NP-1 pool opts to participate in the POR program, the Company shall purchase receivables for only residential and small business customers (as defined in § 62.72 of the Commission's Regulations). NGSs serving NP-1 customers and participating in the POR program must operate a separate NP-1 pool for residential and small business customers (POR pool) and a separate NP-1 pool for all other customers:
- The NGS must include all of its accounts receivable related to commodity sales in its P-1 pool or its NP-1 POR pool. (Refer to Availability under Rate P-1 and Rate NP-1.)
- 3. Only receivables associated with basic gas supply will be eligible for purchase by the Company. Basic gas supply does not include a non-gas supply product, carbon-neutral products not tied to the actual provision of natural gas to customers or security deposits assessed by a natural gas supplier. For residential accounts, basic gas supply shall also not include early contract cancellation fees or late fees;
- 4. In order to participate in the POR program, the NGS must use consolidated billing services under this rate schedule. Should the NGSs participating in the POR program, wish to offer products that are bundled with non-basic services, or where the Company's billing service cannot accommodate the NGS's charge for basic supply, the NGS may issue a separate bill for such service or product for that customer. NGS separately billed items will not be included in the POR program;
- 5. The Company will purchase NGS receivables at a discount rate equal to the write-off factor used to derive the Merchant Function Charge. The discount rate for residential customer receivables is 3.55%. The discount rate for commercial and industrial customer receivables is 0.77%. The discount rate applicable to each POR pool (Pool Discount Rate) shall be established by the Company and shall be based on the weighted average of the class specific accounts receivables and the class specific discount rates stated above. The Company shall have the right to review and adjust the Pool Discount Rate on a monthly basis to reflect the actual mix of customers served by the pool;
- An administrative adder of 0.0417% will also be applicable to purchased receivables. The
 administrative adder will be eliminated once actual costs of establishing the POR program are
 recovered;
- 7. The Company shall terminate for the full amount of purchased receivables and require full payment for reconnection in accordance with the service termination provisions of Chapter 14 of the PA Public Utility Code and Chapter 56 of the Commission's regulations;
- 8. The Company shall inform all eligible customers by separate bill insert of the policy for termination of service and that service may be terminated for failure to pay NGS supply charges. Further, the enrollment letter sent to customers selecting a NGS shall state that service may be terminated for failure to pay NGS supply charges;
- 9. The NGS must confirm to the Company that their customer terms and conditions are appropriately revised to reflect their collection rights;

GAS—PA PUC NO. S-2 ORIGINAL PAGE NO. 40

RATE SBS SUPPLIER BILLING SERVICE

Purchase of Receivables (continued)

10. The NGS will not deny service to residential customers whose accounts are included in POR for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Commission regulations.

Non-Purchase of Receivables Option

The Company will remit to the NGS on a monthly basis all amounts actually paid to the Company by the ratepayer relating to the charges billed to the ratepayer on behalf of the NGS, net of amounts due to the Company from the NGS. The amounts remitted to the NGS shall also conform to requirements on the Application of Partial Payments – Rule 5.

5. Application of Partial Payments

The Company will apply partial payments in accordance with Commission guidelines. The following order for the application of partial payments shall apply to all residential ratepayers and for other ratepayers whose gas supply contract does not specify the application of partial payments:

- a. Payment agreement for pre-existing balance;
- b. Current company charges;
- c. NGS charges;
- d. Non-basic service charges;
- e. Hardship energy fund contribution

RATE TABLE

Billing Fee: \$0.15 billing charge per customer per month.

To the extent the NGS has provided the company with inaccurate or erroneous information which requires an adjustment to ratepayer's bills, the NGS agrees to pay the Company \$2.00 per bill for bill credits and \$4.00 per bill for any ratepayer's bill that must be canceled and rebilled. The Company may assess a nominal fee to a NGS for reproduction copies of any daily or monthly file previously provided by the Company.

ISSUED: December 30, 2011 EFFECTIVE: January 1, 2012

SUPPLEMENT NO. 67

GAS - PA. P.U.C. NO. 46

 $\begin{array}{c} {\tt Peoples\ Natural\ Gas\ Company\ LLC}\\ {\tt EQUITABLE\ Division} \end{array}$

RATES and RULES

FOR

GAS SERVICE IN

CITY OF PITTSBURGH

AND TERRITORY ADJACENT THERETO

(For Lists of Communities Served, see Page No. 4)

Quarterly 1307(f) Gas Cost,
Rider F, Merchant Function Charge,
Rider D, Universal Service Charge
Filing

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

By: Morgan K. O'Brien

President

Peoples Natural Gas Company LLC

375 North Shore Drive Pittsburgh, PA 15212

NOTICE

This tariff makes changes to existing rates. (See page 2)

SUPPLEMENT NO. 66

TO GAS - PA. P.U.C. NO. 46

SIXTIETH REVISED PAGE NO. 2

CANCELING FIFTY-NINTH REVISED PAGE NO. 2

LIST OF CHANGES MADE BY THIS TARIFF SUPPLEMENT

			Increase
	Current	Proposed	(Decrease)
Rate RS			
Natural Gas Supply Charge	\$ 3.9872	\$ 4.8818	\$ 0.8946
Natural Gas Delivery Charge	\$ 3.1269	\$ 3.1315	\$ 0.0046
Rate GSS			
Natural Gas Supply Charge	\$ 3.9872	\$ 4.8818	\$ 0.8946
Natural Gas Delivery Charge	\$ 2.5492	\$ 2.5538	\$ 0.0046
Rate GSL			
Natural Gas Supply Charge	\$ 3.9872	\$ 4.8818	\$ 0.8946
Natural Gas Delivery Charge	\$ 2.4532	\$ 2.4578	\$ 0.0046
Rate FDS			
Capacity and Balancing Charge	\$ 1.0398	\$ 0.9953	\$ (0.0445)
Rider A - Purchased Gas Cost			
Current PGC	\$ 3.9454	\$ 4.8446	\$ 0.8992
C factor	\$ 3.9872	\$ 4.8818	\$ 0.8946
E factor	\$ (0.0418)	\$ (0.0372)	\$ 0.0046
Rider F - Merchant Function Charge			
Rate RS	\$ 0.1024	\$ 0.1257	\$ 0.0233
Rate GSS and Rate GSL	\$ 0.0261	\$ 0.0321	\$ 0.0060
Rider D - Universal Service	\$ 0.2246	\$ 0.2904	\$ 0.0658

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 33

TO GAS - PA. P.U.C. NO. 46 SECOND REVISED PAGE NO. 2.1 CANCELING FIRST REVISED PAGE NO. 2.1

RESERVED FOR FUTURE USE

ISSUED: December 31, 2015 EFFECTIVE: January 1, 2016

PEOPLES NATURAL GAS COMPANY, LLC EQUITABLE DIVISION

SUPPLEMENT NO. 67 TO GAS—PA PUC NO. 46 THIRTY-SECOND REVISED PAGE NO. 2A CANCELING THIRTY-FIRST REVISED PAGE NO. 2A

	Gas Cost/MFC/USR			Rid	er A - Gas	Cost	Charges			В	ase Rate		R	ider F	Rider D	Rider G		Rider-	F	Rider E	R	lider		
	,	Ca	pacity		Capacity			Con	nmodity		Charges	Rider STAS		MFC	USR	GPC	Sup	plier Choice	DSIC	Charge	Т	ГСЈА	Tot	tal Rate
			(1)		(2)		(3)		(4)		(5)	(6)		(7)	(8)	(9)		(10)		(11)	((12)	(13=SL	JM 1 to 12)
	Residential Sales											-0.96%								5.00%	-7	7.4932%		
	Customer Charge							(4)		\$	13.2500						\$	0.0001	\$	0.6625	\$	(0.9928)	\$	12.9198
	Capacity	\$	0.9953	\$	0.6225				0				\$	0.0258									\$	1.6436
	Price to Compare - PTC					\$	(0.0372)	\$	3.8865				\$	0.0999		\$ 0.1055							\$	4.0547
	Delivery Charge									\$	3.1687				\$ 0.2904				\$	0.1845	\$	(0.2374)	\$	3.4062
	State Tax Surcharge											\$ (0.0304)											\$	(0.0304)
	Total per MCF												\$	0.1257									\$	9.0741
	General Service Small - Sales																							
	Customer Charge																							
	< 500 MCF/Yr									\$	17.0000						\$	0.0001	\$	0.8500	\$	(1.2738)	\$	16.5763
	500 to 1,000 MCF/Yr									\$	28.0000						\$	0.0001	\$	1.4000	\$	(2.0981)	\$	27.3020
1/	Capacity	\$	0.3848	\$	0.5745							*											\$	0.9593
	Price to Compare - PTC	\$	0.6105			\$	(0.0372)	\$	3.8865				\$	0.0321		\$ 0.1055							\$	4.5974
	Delivery Charge									\$	2.5910								\$	0.1364	\$	(0.1941)	\$	2.5333
	State Tax Surcharge											\$ (0.0249)											\$	(0.0249)
	Total per MCF	\$	0.9953																				\$	8.0651
	General Service Large - Sales																							
	Customer Charge																							
	1,001 to 4,999 MCF/Yr									\$	150.0000								\$	7.500		(11.240)		146.2602
	5,000 to 25,000 MCF/Yr									\$	300.0000								\$	15.000	\$	(22.480)	\$	292.5204
1/	Capacity	\$		\$	0.3750																		\$	0.7598
	Price to Compare - PTC	_\$_	0.6105			\$	(0.0372)	\$	3.8865				\$	0.0321		\$ 0.1055							\$	4.5974
	Delivery Charge									\$	2.4950								\$	0.1316	\$	(0.1870)		2.4397
	State Tax Surcharge											\$ (0.0240)											\$	(0.0240)
	Total per MCF	\$	0.9953																				\$	7.7729
	General Service Large - Sales				-,																			
	> 25,000 MCF/Yr									\$	1,600.000								\$	80.000	Ş (1	119.891)	\$:	1,560.1088
	_																						_	
1/	Capacity	\$	0.0812	\$	0.2151	_	(0.0070)	_					_	0.0004		A 0.4055							\$	0.2963
	Price to Compare - PTC	\$	0.9141			\$	(0.0372)	\$	3.8865	_			\$	0.0321		\$ 0.1055			_	0.4046			\$	4.9010
	Delivery Charge									\$	2.4950	ć (0.02.42\							\$	0.1316	>	(0.1870)		2.4397
	State Tax Surcharge		0.0053									\$ (0.0240)											\$ \$	(0.0240)
	Total per MCF	\$	0.9953																	<u></u>			>	7.6130

^{1/} The Price-to-Compare format as shown is applicable to a Non-Priority One customer; the Price-to-Compare Charge for a Priority One customer would not include the Capacity Charge. See the Residential - Sales section above as an example of Priority One.

PEOPLES NATURAL GAS COMPANY, LLC EQUITABLE DIVISION

SUPPLEMENT NO. 67 TO GAS—PA PUC NO. 46 THIRTY-SECOND REVISED PAGE NO. 2B CANCELING THIRTY-FIRST REVISED PAGE NO. 2B

	Gas Cost/MFC/USR	Ba	se Rate	Capacity	AVC	Balancing	Rider F	Rider D	Rider A		Rider-	F	Rider E	Rider	
		CI	harges	Charge	Charge	Charge	MFC	USR	Capacity		Supplier Choice	DSI	IC Charge	TCJA	Total Rate
			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		(10)	(11)	(12=SUM 1 to 11)
	Residential - Transport									-0.96%			5.00%	-7.4932%	
	Customer Charge	\$	13.2500								\$ 0.0001	\$	0.6625 \$	(0.9928)	\$ 12.9198
	Capacity			\$ 0.9953	\$ 0.6225		\$ 0.0258								\$ 1.6436
	Delivery Charge	\$	3.1687				7	\$ 0.2904				\$	0.1742 \$	(0.2374)	\$ 3.3959
	State Tax Surcharge									\$ (0.0304)					\$ (0.0304)
	Total per MCF														\$ 5.0091
	General Service Small - Transport	_													***************************************
	Customer Charge														
	< 500 MCF/Yr	\$	17.0000								\$ 0.0001	\$	0.8500 \$	(1.2738)	\$ 16.5763
	500 to 1,000 MCF/Yr	\$	28.0000								\$ 0.0001	\$	1.4000 \$	(2.0981)	\$ 27.3020
1/	Capacity/BB&A				\$ 0.5745	\$ 0.3848									\$ 0.9593
	Delivery Charge	\$	2.5910									\$	0.1296 \$	(0.1941)	\$ 2.5264
	State Tax Surcharge									\$ (0.0249)					\$ (0.0249)
	Total per MCF														\$ 3.4608
	General Service Large - Transport	_													
	Customer Charge														
	1,001 to 4,999 MCF/Yr		150.0000									\$	7.5000 \$		
	5,000 to 25,000 MCF/Yr	\$:	300.0000									\$	15.0000 \$	(22.4796)	\$ 292.5204
1/	Capacity/BB&A				\$ 0.3750	\$ 0.3848									\$ 0.7598
	Delivery Charge	\$	2.4950									\$	0.1248 \$	(0.1870)	
	State Tax Surcharge									\$ (0.0240)					\$ (0.0240)
	Total per MCF														\$ 3.1686
	General Service Large - Transport	_													
	Customer Charge														
	> 25,000 MCF/Yr	\$ 1,6	600.0000									\$	80.0000 \$	(119.8912)	\$ 1,560.1088
1/	Capacity/BB&A				\$ 0.2151	\$ 0.0812									\$ 0.2963
-	Delivery Charge	\$	2.4950						1			\$	0.1248 \$	(0.1870)	\$ 2.4328
	State Tax Surcharge									\$ (0.0240)				<u> </u>	\$ (0.0240)
	Total per MCF														\$ 2.7051

^{1/} The Capacity Charge applies to Priority 1 ratepayers when electing transport service. All other Ratepayers are billed the BB&A charge.

SUPPLEMENT NO. 65
TO GAS - PA. P.U.C. NO. 46
SIXTEENTH REVISED PAGE NO. 3
CANCELING FIFTHTEENTH REVISED PAGE NO. 3

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(C) Indicates Change.

EQUITABLE DISTRICT COMMUNITIES SERVED

The Company's charter territory includes Allegheny, Armstrong, Butler, Clarion, Fayette, Greene, Indiana, Jefferson, Washington, and Westmoreland Counties, Pennsylvania. Gas Service for the Equitable district is available in all localities where the Company has facilities, including all or a portion of the following Cities, Boroughs, and Townships:

ALLEGHENY COUNTY (Cities	and	Boroughs))
--------------------	--------	-----	-----------	---

Millvale

Springdale

Swissvale

Wilmerding

IIDP III WALL	210,022013	1111111111	DHIDDVALC
Avalon	Duquesne	Monroeville	Tarentum
Baldwin	East McKeesport	Mt. Oliver	Thornburg
Bellevue	East Pittsburgh	Munhall	Trafford
Ben Avon	Edgewood	North Braddock	Turtle Creek
Ben Avon Heights	Emsworth	Oakmont	Verona
Bethel Park	Etna	Pitcairn	Versailles
Blawnox	Fox Chapel	Pittsburgh	Wall
Brackenridge	Franklin Park	Pleasant Hills	West Elizabeth
Braddock	Greentree	Plum	West Homestead
Braddock Hills	Heidelberg	Port Vue	West Mifflin
Brentwood	Homestead	Rankin	West View
Bridgeville	Ingram	Rosslyn Farms	Whitaker
Carnegie	Jefferson	Sewickley Heights	Whitehall
Cheswick	Liberty	Sewickley Hills	White Oak
Clairton	Lincoln	Sharpsburg	Wilkensburg

McKeesport Dormont McKees Rocks

ALLEGHENY COUNTY (Townships)

Aleppo	Indiana	O'Hara	Shaler
Collier	Kennedy	Ohio	South Fayette
East Deer	Kilbuck	Penn Hills	South Park
Forward	Marshall	Reserve	Springdale
Frazer	McCandless	Robinson	Stowe

Mt. Lebanon Upper St. Clair Hampton Ross

Harmar North Versailles Scott Wilkins

Harrison

Crafton

Aspinwall

ARMSTRONG COUNTY (Boroughs)

Elderton Ford City Apollo Atwood Freeport North Apollo

Drovosburg

ARMSTRONG COUNTY (Townships)

Bethel Gilpin South Buffalo Parks Kiskiminetas Pine Valley Boggs Burrell Kittanning Plumcreek Washington Cadogan Madison Red Bank Wayne

Cowenshannock Manor South Bend West Franklin

North Buffalo East Franklin

BUTLER COUNTY (Townships)

Buffalo

CLARION COUNTY (Townships)

Limestone Monroe Porter Red Bank

GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 4A

EQUITABLE DISTRICT COMMUNITIES SERVED (Continued)

FAYETTE COUNTY (Boroughs)

Fairchance Masontown

FAYETTE COUNTY (Townships)

Georges German Jefferson South Union

GREENE COUNTY (Boroughs)

Carmichaels Jefferson Waynesburg

Clarksville Mather

GREENE COUNTY (Townships)

Aleppo Freeport Monongahela Springhill Canter Gilmore Morgan Washington Cumberland Greene Wayne Morris Dunkard Jackson Perry Whiteley

Franklin Jefferson Richhill

INDIANA COUNTY (Townships)

Buffington North Mahoning Washington

East Mahoning South Mahoning

<u>JEFFERSON COUNTY (Townships)</u>

Perry Porter Ringgold

WASHINGTON COUNTY (Boroughs)

Beallsville Cokeburg Ellsworth New Eagle

Bentleyville Deemston Finleyville Canterville Donara Monongahela

WASHINGTON COUNTY (Townships)

Amwell East Finley Nottingham South Strabane

Carroll East Pike Run Morris Union

CecilFallowfieldPetersWest BethlehemChartiersNorth BethlehemSomersetWest Pike Run

East Bethlehem North Strabane South Franklin

WESTMORELAND COUNTY (Cities and Boroughs)
Arnold New Kensington Vandergrift

Arnold New Kensington Vandergrift
Hyde Park Oklahoma West Leechburg

Mahoning Trafford

WESTMORELAND COUNTY (Townships)

Allegheny Franklin North Huntingdon Upper Burrell

Bell Lower Burrell Penn Washington

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 4B

APOLLO DISTRICT COMMUNITIES SERVED (Continued)

Gas service for the Apollo District is available in all localities where the Company has facilities, including all or a portion of the following Cities, Boroughs, and Townships:

ALLEGHENY	COUNTY	CLARION	COUNTY
Boroughs		Townshir	าร

Tarentum Limestone Monroe

Townships Porter Redbank

East Deer
Frazer INDIANA COUNTY
Harrison Townships

ARMSTRONG COUNTY
Boroughs

Buffington
East Mahoning
North Mahoning

Apollo
Ford City
North Apollo

JEFFERSON COUNTY
Townships

Townships
Bethel Porter
Boggs Ringgold
Burrell

Cadogan WESTMORELAND COUNTY Cowanshannock

East Franklin Arnold
Gilpin Lower Burrell

Kiskimenatas New Kensington Kittanning

MadisonBoroughsManorMahoningNorth BuffaloHyde ParkParksOklahomaPineVandergriftPlumcreekWest Leechburg

Redbank
South Bend
South Buffalo
Washington

Townships
Allegheny
Bell

Wayne Upper Burrell West Franklin Washington

CLASSIFICATION OF CUSTOMERS TO WHOM SERVICE IS MADE AVAILABLE

Gas service is made available under the rules, regulations and terms and at the rates contained in this Tariff, to the following classes of customers:

Residential Customers

Customers receiving the Company's gas service to a single family dwelling or building, or through one meter set to three or fewer dwelling units in a multi-family residence or building, or through one meter set to a combination of one dwelling unit and one or more business premises, where the residential premises are the predominant gas use factor. A Customer is defined as a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which service is requested.

For purposes of curtailment and priority of service pursuant to Rule 7 - Curtailment of Service - master-metered housing projects, which are otherwise classified as commercial, shall be considered residential customers, provided the units in the project are self-contained, that is have individual heating units.

Commercial Customers

Customers who are engaged in selling, warehousing or distributing a commodity or service, including boarding homes and personal care homes, engaged in some business activity or profession, or in some other form of economic, social, or cultural activity, not primarily involving the manufacturing or processing of a product; and customers who receive the Company's gas service through one meter set to a combination of four or more dwelling units and through one meter set to a combination of up to three dwelling units and one or more business premises, where the business premises are the predominant gas use factor.

For purposes of curtailment and priority of service pursuant to Rule 7 - Curtailment of Service - master-metered housing projects, which are also included in this classification, will be considered residential customers, provided the units in the project are self-contained, that is have individual heating units.

<u>Industrial Customers</u>

Heating Customers

Customers who use the Company's gas as the principal fuel for space or building heating.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

RULES AND REGULATIONS

- 1. Establishing Service
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 - 11.29 Purchase of Receivables (POR)

RULES AND REGULATIONS

1. ESTABLISHING SERVICE

1.1 Meters and Fittings

The Company will, at its own expense unless otherwise agreed, make the necessary connection between its gas main and the curb, furnish a stop cock, provide a meter, and if it deems it necessary, a gas regulator, also a globe valve or stop cock, and necessary fittings to connect meter, or meter and regulator, to service line and house line. The meter and meterset fittings shall be and remain the property of the Company.

Meters will be installed at the Company's expense only upon request and subject to the following conditions:

- (a) The Company will install one (1) meter per customer service line.
 - (b) The type, size and location of the meter will be determined by the Company.
 - (c) An individual service line shall be required for each unit of a newly constructed structure consisting of modules which can be sold or leased as and function as separate entities, and having within each such unit control of the total gas energy requirements of that unit, including all interior piping. The requirement of one meter per service line shall apply to renovations of existing structures which meet the aforesaid independency requirements and to which gas service has not been provided for a period of at least one (1) year. The requirement of one meter per service line may be waived for other structures. In this latter event, additional meters will be set by the Company, provided the customer shall bear the cost of all additional meter installations and house line alterations, and such cost of service line alterations as shall be permitted by law.
 - (d) Outlet piping from the meter shall not pass through space or property that is or could be controlled or owned by an individual or individuals other than the customer.
 - (e) All customer-owned piping shall be installed in accordance with the Company's "Installation Standards Gas Piping and Customer's Premises," dated May 1996, as it now exists or as hereinafter amended, and which is presently on file with the Commission.

SUPPLEMENT NO. 44

TO GAS - PA. P.U.C. NO. 46

FOURTH REVISED PAGE NO. 9

CANCELING SECOND REVISED PAGE NO. 9

RULES AND REGULATIONS - (CONTINUED)

1.1 Meters and Fittings (Continued)

- (f) Nothing contained in this Rule shall preclude the customer from installing additional meters behind the Company's meter for the purpose of measuring, controlling and/or determining the flow of gas to the customer's premises. The cost of such additional meters, including the installation thereof shall be borne by the customer and such installation shall comply with subsection (e) above.
 - (g) Exceptions to the requirements of subsections (a) through (e) may be permitted by the Company upon special circumstances and upon good cause shown.

1.2 Applications For Service Extension of Mains

The Company will extend its facilities to a new point of delivery within its service territory if, in its judgment and consistent with Pennsylvania Public Utility Commission regulations, the service to such a new point of delivery will have no adverse effect upon the availability of gas to meet the present and reasonably foreseeable volume and pressure needs of existing customers. The Company may condition the extension of facilities upon the applicant's providing a contribution in aid of construction (CIAC), the amount which will be determined by the Company and consistent with any parameters approved or required by the Commission.

If the Company requests a CIAC from an applicant where service is not rendered under Pilot Rate MLX, and additional customers are added to the extended facilities financed by the applicant's CIAC within three years of the date of completion of the facilities, the applicant who paid the CIAC will be entitled to a pro-rated refund during the three-year period immediately following completion of the extension.

At the Company's discretion, all applicants for an extension may be offered service under Pilot Rate MLX as an alternative to a CIAC. (C)

(C) Indicates Change.

ISSUED: November 14, 2016 EFFECTIVE: November 15, 2016

SUPPLEMENT NO. 44

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 10

CANCELING FIRST REVISED PAGE NO. 10

RULES AND REGULATIONS - (CONTINUED)

1.3 Other Service Conditions

In the case of an industrial or commercial customer, the Company may condition the acceptance of a particular application for the initiation or increase of service, whether or not an extension of facilities is required to provide such service, by the establishment of guarantees of revenues or other appropriate conditions, including, but not limited to, the setting of maximum daily volumes to be provided, when such application involves the commitment of a gas supply to provide the service requested or involves conditions of service different from that normally provided to its other customers.

The Company, at its sole discretion, will maintain the necessary facilities to provide a back-up service to a customer for switching purposes between Natural Gas Distribution Companies or alternative fuels. The charge for facilities providing such a back-up service will be the Company's highest allowable monthly service charge per meter, plus the applicable volumetric charge per Mcf consumed.

The Company also reserves the right to charge a tap fee to recover the costs of constructing all facilities related to providing the backup service.

In the case of residential service, prior to providing utility service, the Company may require the Applicant to provide the names of each adult occupant residing at the location and proof of their identity.

1.4 Service Pipes and Fittings

The customer shall, at the customer's own expense, furnish and install all service pipes, fixtures, fittings, valves and appliances, and all materials necessary for meter installations, as required by the Company, between the Company's curb box and the point of consumption of the gas except as otherwise provided in Rule 1; maintain all of the same in good condition and repair, and renew the same when necessary, furnishing such materials, labor and supervision as may be necessary to transport and burn the gas with safety, and shall be liable for any failure to do so.

1.5 Subject to Company Inspection/Duty of Customer to Maintain

The character and arrangement of the facilities through which the gas is transported from the Company's curb box to the point of consumption shall be subject to the inspection and approval of an authorized agent of the Company, but the Company shall not be responsible in any manner for the installation, use and maintenance of those facilities, and shall have no duty or obligation with respect to the care, maintenance or supervision of the facilities.

ISSUED: November 14, 2016 EFFECTIVE: November 15, 2016

SUPPLEMENT NO. 20
TO GAS - PA. P.U.C. NO. 46
FIRST REVISED PAGE NO. 11
CANCELLING ORIGINAL PAGE NO. 11

(C)

RULES AND REGULATIONS - (Continued)

1.6 Service Application

An Applicant is defined as a natural person not currently receiving service who applies for service provided by the Company or any adult occupant whose name appears on the mortgage, deed or lease of the property for which service is requested. All applications for service must be made at least three (3) days prior to the date service is to be initiated. Applications will be accepted, subject to a credit investigation of the Applicant and approval by the Company prior to the initiation of service.

The Company shall not accept an application for new or continued service to a multi-unit building or mobile home park except where such application (1) is made by tenants of the landlord ratepayer pursuant to \$1527(a) and (b) of the Public Utility Code (\$56.125 of the Commission's regulations); (2) is made pursuant to \$1527(d) of the Public Utility Code by a tenant for individual service to the tenant's dwelling unit and such individual service can be accomplished without a major revision of distribution facilities or additional right-of-way acquisitions; or (3) is made by a person with an ownership interest in the affected premises.

1.7 Deposits and Advance Payments

The Company reserves the right to collect a cash deposit, payable during a 90 day period in accordance with the Commission regulations, from an Applicant in an amount that is equal to one-sixth of the Applicant's estimated annual bill. The estimated annual bill shall be calculated on the basis of the annual bill to the dwelling at which service is being requested for the prior twelve (12) months, or, if unavailable, a similar dwelling in close proximity selected by the Company. A cash deposit may be requested from the following:

- (1) An Applicant who previously received utility distribution services and was a Customer of the Company and whose service was terminated for any of the following reasons:
 - a. Nonpayment of an undisputed delinquent account.
 - b. Failure to complete payment of a deposit, provide a guarantee or establish credit.
 - c. Failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair or meter reading.
 - d. Unauthorized use of the natural gas service delivered on or about the affected dwelling.
 - e. Failure to comply with the material terms of a settlement or Payment Agreement.
 - f. Fraud or material misrepresentation of identity for the purpose of obtaining service from the Company.

(C) Indicates Change.

ISSUED: January 9, 2015 EFFECTIVE: March 10, 2015

SUPPLEMENT NO. 20
TO GAS - PA. P.U.C. NO. 46
FIRST REVISED PAGE NO. 12
CANCELLING ORIGINAL PAGE NO. 12

RULES AND REGULATIONS - (Continued)

1.7 Deposits and Advance Payments (Continued)

- g. Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment.
- h. Violating tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the delivery system of the Company.
- (2) Any Applicant or Customer who is unable to establish creditworthiness to the satisfaction of the Company through the use of the Company's credit scoring methodology approved at Docket No. P-00011915.
- (3) A Customer who fails to comply with a material term or condition of a settlement or Payment Agreement.

Applicants required to pay a deposit upon reconnection pursuant to Section 1.7(1) shall have up to ninety (90) days to pay the deposit.

In lieu of a cash deposit, an Applicant may furnish a third-party guarantor. The guaranty shall be a written document established by the Company stating the terms of the guaranty. The guarantor shall be responsible for all missed payments owed to the Company. The Company reserves the right to require payment in advance for its seasonal regulated service, when customers elect to take such service, in an amount equal to the estimated total gross charges for such seasonal service as determined by the provisions of the rate under which this service is taken.

Deposits secured from a residential customer may be held by the Company until a timely payment history is established when a customer has paid in full and on time for twelve (12) consecutive months.

At the end of the Deposit Hold Period, the Company will deduct any outstanding Customer balance from the deposit and return or credit any positive difference to the Customer. If distribution service is terminated before the end of the Deposit Hold Period, the Company will deduct any outstanding Customer balance from the deposit and return any positive difference to the Customer within sixty (60) days of termination. If the Customer becomes delinquent before the end of the Deposit Hold Period the Company may deduct the outstanding Customer balance from the deposit.

The Company will accrue interest on all Residential cash deposits until returned or credited at the simple annual interest rate determined by the Secretary of Revenue for interest on the underpayment of tax under section 806 of the act of April 9, 1929 (P.L. 343, No. 176), known as The Fiscal Code.

The Company will accrue interest on all non-Residential cash deposits until it is returned or credited at the legal rate of interest pursuant to the loan interest and protection law (section 202 of the act of January 30, 1974 p.l.13, no. 6).

(C) Indicates Change.

ISSUED: January 9, 2015 EFFECTIVE: March 10, 2015

RULES AND REGULATIONS - (Continued)

1.8 Resale of Gas By Customer

All gas sales pursuant to the terms of this Tariff are to the ultimate purchaser and are not to be resold for profit in violation of 66 Pa. C.S.A. Section 1313.

1.9 Liability for a Prior Bill

The Company will utilize available means of determining liability for a past due balance of any applicant or customer. This may include the following:

- (1) Use of company records maintained in the ordinary course of business.
- (2) Use of skip tracing tools.

2. GAS MEASUREMENT

2.1 Meter Tests

The measurement of gas by meter shall be conclusive upon the customer and the Company excepting when such meter ceases to register, proves to be defective, or is found by test not to be accurate within the limits specified in the Regulations of the Pennsylvania Public Utility Commission. In such cases, the consumption for the period in question shall be estimated unless the Commission's regulations require otherwise. In the event of the customer's dissatisfaction with the accuracy of the meter, the Company will, upon written application, have the same removed, sealed and tested, and a certificate of test given the customer. If the meter so tested shall be found to be accurate within the limits specified in the Regulations of the Pennsylvania Public Utility Commission, the customer shall, upon presentation of bill, pay the Company for such test according to the schedule of charges for testing meters formulated by the Commission.

2.2 Definition of a Cubic Foot

- (a) Low Pressure Sales: For sales at standard distribution or low pressure other than as provided for under (b) below, a cubic foot of gas shall be the amount of gas which occupies a volume of one cubic foot at the time metered and under the conditions existing at the customer's meter.
- (b) Other than Low Pressure Sales as under (a) above: For sales at high or intermediate pressures not covered under (a) above, a cubic foot of gas shall be that amount of gas that occupies a volume of one cubic foot at an absolute pressure of 14.73 pounds per square inch and a temperature of 60° Fahrenheit.

2.3 Estimated Consumption

The Company will estimate consumption for one month of each meter reading period where scheduled meter readings are on a bi-monthly basis (See Rule 3.2), and will estimate consumption when scheduled meter readings are not obtained because of emergency conditions or inability to gain access to the meter location, or where a meter for any reason

RULES AND REGULATIONS - (CONTINUED)

2.3 Estimated Consumption (Continued)

fails to register properly the full consumption of a customer, or where the Company is unable to obtain a meter reading for other causes beyond its control.

The customer shall be obligated to pay the bill based on the estimated consumption as though the same was based on an actual meter reading, and failure to so pay may subject the customer and service to Rule 6. Bills based on estimated readings shall be subject to adjustment for any unusual circumstances found to have affected the quantity of gas used.

The customer's service is subject to discontinuance if more than five consecutive bills are based on other than actual meter readings by Company personnel.

2.4 Exceptions to Use of Meters

In cases of emergency where appropriate meters are not available due to circumstances beyond the control of the Company, and the necessity for rendering gas service to a customer is urgent, the Company may, by written agreement with the customer, render bills temporarily on a basis of estimated gas consumption.

2.5 Automatic Meter Readings

All readings by an automatic meter reading device shall be deemed actual readings.

3. BILL AND PAYMENT THEREOF

3.1 Customer at Two Locations

The Company's rates are based upon gas supply through a single delivery point, as measured by one meter. Separate supply for the same customer account at other points of delivery or through more than one meter shall be billed separately. In the event that it is necessary to provide service to a customer through more than one meter because of the system limitations of the Company, combined billing will be permitted.

3.2 Billing and Payment

Bills will be rendered and be payable once each month. The Company may read any meter once each month, but ordinarily it will read meters of residential and commercial customers once each two months. As to any customer whose meter is read once each two months, the consumption for the first month of each bi-monthly meter reading period shall be estimated on the basis of the customer's previous usage, adjusted for weather conditions; and the consumption for the second month of each bi-monthly meter reading period shall be determined by subtracting the first month's estimated consumption from the total actual consumption for the bi-monthly period shown by the meter. The bill for each month shall be the result of applying to the consumption, the applicable rates and charges contained in this tariff.

RULES AND REGULATIONS - (CONTINUED)

3.2 Billing and Payment (Continued)

Upon request the Company will supply any customer annually with a card form upon which the customer may record the meter reading at the end of the first month of each bi-monthly meter reading period. If the card is received by the Company on the date specified on the card, the bill for the month will be computed from the meter reading shown on the card instead of by estimate. The Company will adjust estimates of bills for changes in condition of which it has been notified in advance by a customer. The Company reserves the right to reassign customers into a different billing cycle. If the Company receives a negotiable instrument from an applicant or a customer as payment of any bill, charge or deposit due, and if the instrument (including electronic payment) is subsequently dishonored or is uncollectible for any reason, the Company may charge the applicant or customer a charge of twenty-five dollars (\$25.00).

3.3 Dishonored Payment

If the Company receives a negotiable instrument from an applicant or a customer as payment of any bill, charge or deposit due, and if the instrument (including electronic payment) is subsequently dishonored or is uncollectible for any reason, the Company may charge the applicant or customer a charge of twenty-five dollars (\$25.00).

3.4 Time and Place of Payment

Payments made by mail are assumed to be made on the date of the postmark. Payments made direct at payment receiving offices of the Company and its authorized payment agencies shall be deemed to have been made on date of actual receipt of payment. Bills to the Commonwealth of Pennsylvania or any department or institution thereof, and the United States of America or any department thereof, paid within 30 days from the date of mailing will not be subject to the Finance Charge. Billings made on or after the effective date of a new rate or rider will be made in accordance therewith.

3.5 Execution and Bankruptcy

Service shall, at the option of the Company, cease and terminate, and all claims for previous gas service shall become forthwith due and payable without notice from the Company under the following circumstances, (1)in case a writ of execution is issued against the customer; (2)in case the premises described or referred to in the application as the place at which the gas is to be delivered are levied upon under execution; (3)in case personal property thereon is levied upon under execution; (4)or in case of an assignment or other act of bankruptcy of the customer.

RULES AND REGULATIONS - (CONTINUED)

3.6 Customer Complaints

A Customer must contact the Company about a problem prior to filing a complaint with the PUC. The Company's complaint handling and resolution procedures will conform to the provisions of the PUC's applicable rules and regulations. Pending the outcome of any complaint filed with the PUC, Customers are required to pay that portion of their bill which is not in dispute and subsequent bills which are not in dispute.

4. ACCESS TO PREMISES

4.1 Right of Entry at Reasonable Time

The Company shall have, at all reasonable times, the right to enter in and upon the premises of a customer to (1) read, repair or change meters, or to repair or change regulators, inspect lines and appliances to determine if the gas is being carried, distributed and burned properly and in accordance with these Rules and Regulations (2) to discontinue service and (3) to reclaim any of the property of the Company which may be upon the premises.

4.2 Location of Meter and Accessibility

Meters shall, wherever practicable, be located outside the residence or main building of the customer, but, if located inside, shall be accessible to the Company and shall be placed at a location common to all meters; and, in addition, at structures occupied by persons other than the legal owners thereof, shall not be part of the living quarters of any tenant.

5. TAMPERING

5.1 Customer's Responsibility for Tampering with Meter and Equipment

Where the service facilities or other equipment have been tampered with, resulting in improper measurement of the service supplied or failed transmission of measurement data to the Company, the customer shall be required to pay for such gas service as the Company may estimate, from available information, to have been used but not registered by the Company's meters, and in addition thereto, shall be required to bear all costs incurred by the Company for investigations and inspections, repairs and for such protective equipment as, in the judgment of the Company, may be necessary.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 17 CANCELING ORIGINAL PAGE NO. 17

(C)

RULES AND REGULATIONS - (Continued)

6. DISCONNECTION, RECONNECTION AND SERVICE CALL TERMS AND FEES

6.1 Disconnection

The authorized agents of the Company shall at all reasonable times have access to the premises of the customer with the right to shut off the gas and remove its property from the premises upon reasonable notice, unless otherwise required by the Commission's regulations, for any of the reasons listed below. Discontinuance or termination of service for any of the following reasons shall not relieve a customer from liability for any minimum payments due:

(a) Replacement, Maintenance, Repairs, Non-payment, Meter Reading

For failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair or meter reading; for non-payment of any undisputed delinquent account; for failure to complete payment of a deposit, provide a guarantee of payment or establish credit; and for failure to comply with the material terms of a Payment Agreement. The Company cannot terminate service for nonpayment of competitive third party natural gas supplier charges unless such charges were purchased by the Company under the Purchases of Receivable provisions provided in 11.29 of the Rules and Regulations of this tariff.

A Payment Agreement is an agreement whereby the Customer, upon admitting liability for billed service, is permitted to amortize or pay the unpaid balance of the account in one or more payments.

(b) Violation of Contract, Misrepresentation, Unauthorized Use

For any violation of the terms of service or of these Rules and Regulations so as to endanger the safety of a person or the integrity of the distribution system; or for fraudulent misrepresentation in relation to the consumption of gas or customer identity for the purpose of obtaining service; or unauthorized use of service.

(c) Tampering With Meter or Other Utility Equipment

For tampering with the meter or connection, or for the use of gas through rubber hose, defective piping, or unsafe appliances;

(d) Shortage of Gas, Larceny

For shortage of gas or reasons for safety; for larceny of gas; for any action by the customer to secure through the customer's meter, gas for purposes other than those contracted for, or for any other party, without the written consent of the Company.

RULES AND REGULATIONS - (Continued)

<u>6.1 Disconnection</u> (Continued)

(e) Dangerous Conditions

If a dangerous condition is found to exist on the premises of customer.

(f) Dishonorable Tender of Payment After Receiving Termination Notice

After the Company has provided a written termination notice and attempted telephone contact, termination of service may proceed without additional notice if: (1) a customer tenders payment which is subsequently dishonored, or (2) a customer tenders payment with an access device which is unauthorized, revoked, or cancelled.

6.2 Reconnection Charge

The Company may not deny restoration of service for the nonpayment of competitive third party natural gas supplier charges.

(a) Residential

(1) Residential Termination for Non-payment/Noncompliance Whenever a residential customer has the gas service shut off or the meter disconnected because of non-payment of bills for regulated service or non-compliance with the Company's Rules and Regulations, a reconnection charge of \$50.00 must be paid at the office of the Company before the gas will be turned on again.

(2) Payment of Outstanding Balance The Company may also require the payment of any outstanding balance or portion of an outstanding balance if an applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided at the property.

(3) Disconnection at Customer's Request If service is discontinued at the request of a residential customer, the Company shall not be under any obligation to resume service to the same customer at the same premises unless it shall receive payment of the reconnection charge of \$50.00.

(b) Commercial

If a commercial customer has the gas service shut off or the meter disconnected because of non-payment of bills for regulated service or non-compliance with the Company's Rules and Regulations, the Company shall not be under any obligation to resume service to the same customer at the same premises without the payment of a reconnection charge of \$210.00.

If service is discontinued at the request of a commercial customer, the Company shall not be under any obligation to resume service to the same customer at the same premises unless it shall receive payment of the reconnection charge of \$210.00

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RULES AND REGULATIONS - (Continued)

(c) Industrial

If an industrial customer has the gas service shut off or the meter disconnected because of non-payment of bills for regulated service or non-compliance with the Company's Rules and Regulations, the Company shall not be under any obligation to resume service to the same customer at the same premises without the payment of a reconnection charge of \$210.00.

If service is discontinued at the request of a industrial customer, the Company shall not be under any obligation to resume service to the same customer at the same premises unless it shall receive payment of the reconnection charge of \$210.00.

6.3 Transfer and Connection Fees

(a) Residential

The Company shall charge a transfer fee of \$25.00 to residential applicants, including but not limited to landlords of residential property, when natural gas service is not being initiated or reinstated but is continuing from a prior ratepayer who is not the builder of the premises. This fee may be waived if applicant agrees to a transfer of service which does not require an on-site visit.

The Company shall charge a connection fee of \$50.00 for residential applicants when natural gas service is being initiated for the first time or had been previously discontinued at the location, except where 6.2 applies.

(b) Commercial

The Company shall charge a transfer fee of \$115.00 to commercial applicants, including but not limited to landlords of commercial property, when natural gas service is not being initiated or reinstated but is continuing from a prior ratepayer who is not the builder of the premises. This fee may be waived if applicant agrees to a transfer of service which does not require an on-site visit.

The Company shall charge a connection fee of \$230.00 for commercial applicants when natural gas service is being initiated for the first time or had been previously discontinued at the location.

(c) Industrial

The Company shall charge a transfer fee of \$115.00 to industrial applicants when natural gas service is not being initiated or reinstated but is continuing from a prior ratepayer who is not the builder of the premises. This fee may be waived if applicant agrees to a transfer of service which does not require an on-site visit.

The Company shall charge a connection fee of \$230.00 for industrial applicants when natural gas service is being initiated for the first time or had been previously discontinued at the location.

RULES AND REGULATIONS - (CONTINUED)

6.3 Transfer and Connection Fees (Continued)

In no case shall a connection or transfer fee be charged to a residential ratepayer whose income does not exceed 150% of the Federal Poverty Level and/or who is eligible to receive a LIHEAP award; or to the builder of a residence or commercial building who is using natural gas during the construction process; or to a ratepayer in a competitive posture, as determined in the sole discretion of the Company. Separate connection fees for reinstatement are set forth in Section 6.2.

6.4 Customer Service Charge

(a) Residential

Any residential customer requesting service that requires an on-site visit will be charged a service charge of \$70.00.

For residential customers requesting same-day service that requires an on-site visit an additional \$70.00 fee shall apply. This service is provided based on resource availability and is in addition to any fees for services performed or other applicable services outlined in this tariff.

No service charge shall apply to reasonably suspected hazardous situations, including but not limited to those involving an unexplained odor of gas.

In lieu of the \$70.00 service charge, the following service charges will apply to the corresponding service: \$200.00 service charge for a temporary service line; \$60.00 service charge for a high bill investigation; \$50.00 service charge for the relighting of an appliance; and \$100 service charge for inspection of residential, renewed, house lines.

In the case of a high bill investigation, no charge shall apply if the investigation detects a measurement error.

Customers that request to add a meter set without adding additional load will be charged \$225.00 for 1 meter, \$275.00 for 2 meters and \$105.00 each for 3 or more meters.

(b) Commercial

Any commercial customer requesting service that requires an on-site visit will be charged a service charge of \$105.00.

For commercial customers requesting same-day service that requires an on-site visit an additional \$105.00 fee shall apply. This service is provided based on resource availability and is in addition to any fees for services performed or other applicable services outlined in this tariff.

SUPPLEMENT NO. 47 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 21 CANCELING ORIGINAL PAGE NO. 21

(C)

RULES AND REGULATIONS - (CONTINUED)

No service charge shall apply to reasonably suspected hazardous situations, including but not limited to those involving an unexplained odor of gas.

In lieu of the \$105.00 service charge, the following service charges will apply to the corresponding service: \$200.00 service charge for a temporary service line; \$340.00 service charge for a high bill investigation; \$50.00 service charge for the relighting of an appliance.

In the case of a high bill investigation, no charge shall apply if the investigation detects a measurement error.

(c) Industrial

Any industrial customer requesting service that requires an on-site visit will be charged a service charge of \$105.00.

For industrial customers requesting same-day service that requires an on-site visit an additional \$105.00 fee shall apply.

No service charge shall apply to reasonably suspected hazardous situations, including but not limited to those involving an unexplained odor of gas.

In lieu of the \$105.00 service charge, the following service charges will apply to the corresponding service: \$200.00 service charge for a temporary service line; \$340.00 service charge for a high bill investigation; \$50.00 service charge for the relighting of an appliance.

In the case of a high bill investigation, no charge shall apply if the investigation detects a measurement error.

(d) Excess Flow Valve

At the Customer's request, the Company will install an excess flow valve. If the customer requests installation of the excess flow valve and the Company has not scheduled the location for a service line replacement or a new service line, or the customer requests the installation prior to the Company's scheduled installation time, the customer shall be responsible for the cost of the materials and installation to be paid prior to installation.

6.5 Seven Days Notice

Customers who intend to remove from the premises, discontinue the use of gas or terminate in any manner their liability to pay for gas delivered to the premises, shall give seven days' notice thereof; otherwise they will be held responsible for all gas delivered to the premises until seven days shall have expired after such notice has been received. New occupants must make application at the office of the Company at the time they commence the use of gas, or they will be held responsible for any back charge against the premises.

ISSUED: March 16, 2017 EFFECTIVE: May 15, 2017

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RULES AND REGULATIONS - (CONTINUED)

6.6 Final Bill

Except as otherwise provided in this rule, final bills for customers receiving service under any rate schedule within this tariff may be based on estimated consumption without an actual meter reading. When disconnect and reconnect orders are executed on different days, an actual or estimated meter reading shall be obtained. When disconnect and reconnect orders are executed on the same day, final bills may be estimated. When a final bill is estimated, consumption shall be based on average daily usage for non-heat usage, average usage per degree day for heating usage, and the number of days in the final billing period in accordance with the Rule 6.5 Seven Days Notice. Final bills will not be estimated when usage factors cannot be calculated, when a customer specifically requests that the meter be read, or when the customer provides the meter reading which is subject to the Company's review. The Company reserves the right to estimate any customer's final meter reading in instances where access to the meter is not provided within a reasonable time.

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RULES AND REGULATIONS - (CONTINUED)

7. CURTAILMENT OF SERVICE

When for any reason, in the Company's judgment, its supply of gas is insufficient to meet the firm requirements of all customers on a continuing basis, the Company shall have the right to partially or completely curtail gas service. This rule does not apply to normal limitations on the use or interruption of interruptible service contemplated pursuant to the Company's interruptible service offerings.

7.1 Priority of Service

Curtailment of service will commence with the highest numbered priority set forth below and proceed in descending order to the next lower numbered priority after all requirements in the higher number priority have been completely curtailed. Where only partial curtailment of one priority is required, such will be implemented pro rata, that is, weighted in accordance with the base period volumes of the customers within that classification. Following are the priority of service categories listed in descending order of priority:

- (1) Residential and firm critical commercial essential human needs.
- (2) Firm small commercial requirements, excluding critical essential human needs requirements in Category 1, and firm large commercial, as well as large and small industrial requirements for plant protection.
- (3) Firm small industrial requirements excluding plant protection requirements in Category 2.
- (4) Firm large critical commercial and industrial requirements, excluding firm critical commercial essential human needs requirements in Category 1 and firm commercial and industrial requirements for plant protection in Category 2.

RULES AND REGULATIONS - (CONTINUED)

7.1 Priority of Service (Continued)

- (5) Firm large non-critical commercial and industrial requirements other than requirements for boiler fuel use.
- (6) Firm large non-critical commercial and industrial requirements for boiler fuel use when the boiler fuel usage in the aggregate is greater than 300/Mcf/day.
- (7) Service which is interruptible pursuant to the Company's tariff rate schedules.

7.2 Definitions

The definitions for terms used in the Priority of Service Rule are as follows:

<u>Alternate Fuel Capability</u>: The ability to use an alternate fuel. whether or not the facilities for such use have actually been installed. For purposes of this definition, alternate fuel means any fuel other than natural gas, propane or other gaseous fuel.

<u>Commercial Use</u>: Gas usage by customers engaged primarily in the sale of goods or services including, but not limited to, consumption by office buildings, institutions and governmental agencies. Commercial use shall not include use of gas for manufacturing or electric power generation.

<u>Critical Use</u>: Gas usage where natural gas, propane or other gaseous fuel is the only feasible form of energy due to its combustion characteristics, controllability or chemical properties.

Essential Human Needs Use: Gas usage by customers without alternate fuel capability for service to any buildings where persons normally dwell, including, but not limited to, apartment houses, dormitories, hotels, hospitals and nursing homes as well as the use of natural gas by sewage plants.

<u>Firm Service</u>: Service pursuant to schedules or contracts under which the utility is expressly or impliedly obligated to deliver specific volumes within a given time period or which anticipate no interruptions, but which may permit unexpected interruptions in case service to higher priority customers is threatened. A utility shall be deemed to be impliedly obligated to deliver specific volumes where such utility has by any means previously or presently established periodic allocations for its customers.

<u>Industrial Use</u>: Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.

RULES AND REGULATIONS - (CONTINUED)

7.2 Definitions (Continued)

<u>Interruptible Service</u>: Service pursuant to schedules or contracts under which the utility expressly or impliedly reserves the option to interrupt or curtail deliveries.

 $\underline{\text{Non-Critical Use}}$: Gas usage where natural gas, propane or other gaseous fuel is not the only feasible form of energy, i.e., where the user has alternate fuel capability.

<u>Plant Protection Use</u>: Minimum volumes of natural gas required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternative fuel. Plant protection requirements include volumes necessary for the protection of such material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.

<u>Residential Use</u>: Gas usage in a residential dwelling or unit for space heating, air-conditioning, cooling, water heating or other domestic purposes.

<u>Large Commercial and Industrial Customers</u>: Commercial and industrial customers having a peak day usage of 300 Mcf per day or more.

<u>Small Commercial and Industrial Customers</u>: Commercial and industrial customers with peak day usage of less than 300 Mcf per day.

<u>Peak Day</u>: The highest maximum monthly volume in the base period, divided by the number of billing days in that month.

<u>Monthly Entitlement Volumes</u>: The maximum volume of gas that the Company is obligated to deliver to a commercial or industrial customer in a month.

 $\underline{\text{Maximum Seasonal Volumes}}$: The total of the monthly authorized volumes for the following time periods:

- a) Winter Season: The billing months of November through March.
- b) Summer Season: The billing months of April through October.

The customer shall be billed and shall pay for all volumes taken in excess of the customer's maximum seasonal volumes at the applicable rate, together with any other applicable charges pursuant to Rule 7.5 herein.

<u>Monthly Authorized Volumes</u>: The customer's monthly entitlement volume reduced or limited as a result of the application of the curtailment provisions set forth in Rules 7, 7.1 and 7.3.

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CANCELING ORIGINAL PAGE NO. 26

RULES AND REGULATIONS - (CONTINUED)

7.3 Base Period Volumes

Monthly entitlement volumes shall be established for each non-Priority One commercial and industrial customer, having a peak day usage of 300 Mcf/d or more, on the basis of actual billing month usage for a 12 month period at the Company's discretion extending from January 1, 1971 through December 31, 1971. Such maximum monthly volumes shall constitute a customer's base period volume and shall be used to provide for the equitable allocation of gas available for sale to firm customers.

The base period volume shall be further divided by the Company into the base volumes for each Priority of Service in Categories 2, 4, 5, 6 and 7. For the purpose of distributing base period volumes into the appropriate curtailment priority categories, each affected commercial and industrial customer shall furnish such historic consumption and equipment data as the Company may require.

Base period volumes shall be adjusted (1) to recognize abnormalities in plant operations during the base period as well as deletions or approved installations of equipment during or subsequent to the base period, (2) to include volumes of gas equivalent to volumes conserved during the base period when the customer converted gas burning equipment to alternate fuel in anticipation of future curtailment and (3) to include volumes of gas consumed by equipment approved for installation prior to January 1, 1971 for industrial customers and prior to October 1, 1974 for commercial customers.

The Company reserves the right to annually review the base period volumes and to adjust such base period volumes upward or downward based upon the customer's actual consumption of sales service and/or contractually specified needs for firm service provided, however, that upward adjustment of a customer's base period volumes may be made only in time periods when Equitable is approving gas sales to new customers or additional gas sales to existing customers.

Where the Company has entered into a contract specifying an annual volume of firm gas to be delivered or made available, and that volume is less than the imputed base period volume, the annual contractual volume shall be deemed to be the annual base period volume.

RULES AND REGULATIONS - (CONTINUED)

7.4 Gas Shortage, Curtailment

Base period volumes shall be used as the basis for determining each customer's authorized entitlement in the event of curtailment. Authorized entitlement shall be determined by multiplying the customer's base period volume for the priority to be curtailed by the ratio of the total gas available for that priority category to the total of all base period volumes of all customers in that priority category. When, in the Company's judgment its supply of gas is insufficient to meet the base period volume requirements of all customers on a continuing basis, or when continued delivery of gas to customers would prevent the injection of gas into underground storage reservoirs for the protection of winter supply, deliveries may be curtailed in accordance with the seven priorities of service outlined in Rule 7.1.

Customers with Categories 4, 5 and 6 requirements may be restricted to monthly entitlement volumes when, in the Company's judgment, its supply of gas will be insufficient to meet the requirements of all of its customers on a continuing basis absent such restriction.

Whenever it is necessary to curtail Category 6 requirements, all customers with Categories 4 and 5 requirements shall be limited to the lesser of their base period volumes or their authorized entitlements.

Maximum possible notice of a gas shortage curtailment or of a change in curtailment level shall be given. If such notice is by telephone, then it must be followed by a written notice to the customer, specifying the customer's curtailment percentage and resulting peak day, daily, monthly, seasonal or annual authorized entitlement as the case may be.

The Company may curtail or discontinue gas service in accordance with this rule without thereby incurring any liability for any loss, injury or expense that may be sustained by the customer.

7.5 Penalty Provisions for Excess Takes

Provisions of these or any other penalty sections do not serve to reduce any charge, assessment, or penalties otherwise payable or applicable under provisions of any effective rate schedule or contract

At the end of each billing month, a customer having a peak day of 300 Mcf per day or more in its base period, who has exceeded the authorized monthly entitlement for the first time during each curtailment period, shall receive written notice advising the customer of the penalty provisions of this Rule. Such written notice will also advise the customer to reduce usage in subsequent months so that the sum of all actual monthly consumptions will not exceed the maximum seasonal volume.

RULES AND REGULATIONS - (CONTINUED)

7.5 Penalty Provisions for Excess Takes (Continued)

Should a customer exceed its monthly seasonal volume for the winter or summer period, that customer shall pay a penalty computed according to the following schedule:

Winter Period

If, at the end of the five month period ending with the March billing period, a customer has exceeded the sum of its monthly authorized entitlements for such a period, that customer shall pay on demand a penalty according to the following schedule:

Actual Usage as Percentage of Total Monthly Authorized Entitlement	Penalty for Excess Takes
Greater than 103% but not in excess of 110%.	\$10/Mcf
Greater than 110% but not in excess of 125%.	\$20/Mcf
Greater than 125%.	\$50/Mcf

Summer Period

If, at the end of the seven month period ending with the October billing month, a customer has exceeded the sum of its monthly authorized entitlements for such period, that customer shall pay on demand a penalty according to the following schedule:

Actual Usage as Percentage of Total Monthly Authorized Entitlement	Penalty for Excess Takes
Greater than 103% but not in excess of 110%	\$10/Mcf
Greater than 110% but not in excess of 125% Greater than 125%	\$20/Mcf \$30/Mcf

There shall be excluded from the volumes subject to penalty under this provision, volumes for which the buyer has previously been penalized pursuant to over-runs of emergency curtailment. (Rule 7.8)

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RULES AND REGULATIONS - (CONTINUED)

7.6 Availability of Excess Gas

If in the Company's judgment, sufficient gas supply is available to permit deliveries in addition to the monthly authorized entitlement in any month, the Company will provide all buyers with as much advance notice as possible of the amount of such additional gas anticipated to be available. Such gas shall be apportioned by the Company to all customers of the highest priority being curtailed on the basis of the total of the base period volumes for all buyers in that priority for that month.

To the extent that a customer has exceeded the sum of its authorized entitlements for any period, penalties shall not be assessed for any excess volumes authorized pursuant to the provisions of this section.

7.7 Disposition of Penalties

As of December 31 of each year, the Company shall subtract the total of all over-run penalties paid that year to the Company's suppliers from penalties collected that year from customers. The Company will then distribute among its curtailed customers who did not incur over-runs, all penalties collected in excess of those paid by the Company to its suppliers.

To determine the amount of reimbursement due a customer, the total amount to be redistributed shall be divided by the total volume of sales during the twelve month period to all customers eligible for reimbursement. This quotient shall represent the factor, which when multiplied by an eligible customer's total purchase volume during the twelve month period will equal the amount to be credited to that customer. However, no reimbursement shall be made to customers who have terminated service during the year.

The Company will specify a reasonable minimum for the amount of penalties that will be distributed, below which excess penalties shall be retained until the distributable amount is accumulated. The Company will make periodic reports to the Commission containing itemized statements, status of penalty accounts and the extent and nature of disbursements from such accounts made during that period.

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RULES AND REGULATIONS - (CONTINUED)

7.8 Emergency Curtailment

When the Company is unable to fulfill the daily requirements of all its firm service customers because of reasons unrelated to long range supplies, the Company may require each large commercial and industrial customer to reduce its consumption of gas. In the event further reductions to system demand are required, the Company may require other commercial and industrial customers to reduce their consumption. The reduction required shall be determined by the Company without regard to priorities of use; however, the authorized volume shall not be lower than the minimum volume necessary for the prevention of damage to plant equipment.

The Company shall specify in the notice of the emergency curtailment, the authorized consumption for a specified period or until further notice. An emergency curtailment may be made after oral notice to the customer, effective when so given, but such oral notice must be confirmed in writing within 48 hours. The Commission is to be notified immediately of the declaration of an emergency situation.

If a customer exceeds its authorized consumption during a period of emergency curtailment, then the customer shall pay a penalty according to the following schedule:

Actual Usage as a Percentage of Emergency Authorized Consumption	Penalty for Excess Takes
Greater than 103% but not in excess of 110%	\$10/Mcf
Greater than 110%	\$25/Mcf

8. LIABILITY

8.1 Failure of Supply

The Company does not guarantee uninterrupted gas service and shall not be liable for damages due to variations in or interruptions of service.

8.2 Disclaimer of Warranty; Limitation of Liability

The Company makes NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, express or implied, by operation of law or otherwise. The liability of Company arising out of failure to comply with a customer's direction to install, restore or terminate service, or mistakes, omissions, delays or errors or defects in the delivery of gas,

RULES AND REGULATIONS - (CONTINUED)

8.2 Disclaimer of Warranty; Limitation of Liability (Continued)

for damage or injury arising from the presence or use of gas after it passes from the Company's facilities is limited to when such damage or injury occurs as a result of the company's willful misconduct, reckless acts or gross negligence. In no event will Company be liable for incidental, indirect, special or consequential damages, including but not limited to loss of use or loss of profit. These limitations shall apply whether the claim is pleaded in contract or in tort, including negligence and strict liability in tort.

8.3 Waste, Leaks Excessive Pressure, etc., Notice to Company

The customer shall use all due care to prevent waste of gas and the responsibility of detection of defects or leaks between the curb and point of consumption of gas is upon the customer; and in case of failure or deficiency of gas, irregular supply, leakage, excessive pressure and other developments incident to handling gas under pressure, the customer agrees to give immediate notice thereof to the Company and customer's failure to do so, should loss follow, shall be conclusive evidence of negligence on the part of the customer.

9.SERVICE FROM FIELD LINE

9.1 Company May Discontinue Service

It is understood and agreed that in case the line from which the Company supplies gas is a field line, the same may not be a permanent one, and the Company may, at its own discretion, cease to furnish gas, either temporarily or permanently, and change, repair or remove its pipe line, or change the use of it, and either party may cancel service on ten days' written notice, without prejudice to the right of the Company to continue its supply to other customers.

9.2 Company Not Liable for Damage

The Company shall not be liable for any deficiency in the supply caused by the use of pumping stations, breakage of lines, or other causes, or for any claim for damage on account of any matters set forth in this rule.

9.3 At Field Pressure

Gas from field lines shall be furnished by the Company at the point of connection between the customer's service line and the Company's main, and shall be allowed to flow into the customer's service line at the pressure in the main of the Company, which pressure, it is understood, is not governed by regulations but varies from time to time.

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RULES AND REGULATIONS - (Continued)

9.4 Customer to Furnish Regulator

The customer shall furnish a regulator or regulators approved by the Company and assume the duty of regulating the flow and pressure on the customer's own service line and house lines by the necessary labor, care and supervision of the same, so that the customer may safely conduct gas over the customer's premises and use it at a pressure not exceeding eight ounces per square inch.

9.5 Customer Assumes Risk

The customer assumes all risks from variation in pressure, from defects in pipe, connections and appliances, from leakage of gas, from the sticking of valves and regulators, and from all causes incident to the use of gas.

10. AGREEMENTS INCONSISTENT HEREWITH

10.1 Agreements

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with these Rules and Regulations, and no such promise, agreement or representation shall bind the Company unless in writing signed by an executive officer of the Company.

11. RULES APPLICABLE TO DELIVERY AND POOLING SERVICES

11.1 Confirmation of Ratepayer Enrollment

(C)

When the Company receives notice that a ratepayer has elected to switch NGSs or return to the Company's Supplier of Last Resort service, the Company shall initiate the confirmation procedure described herein. Such changes shall coincide with the start of customer's next billing cycle.

(C)

- a. The NGS must maintain either a mainframe computer or a personal computer that meets the processing capabilities required by the Company.
- b. The NGS shall notify the Company of new or deleted ratepayers via e-mail file in approved spreadsheet format. The NGS should notify the Company only of additions or deletions to its ratepayer list; existing ratepayers shall not be included. Notification from the NGS of new or deleted ratepayer shall consist of the following information: Ratepayer name, Service Address, the Company Account Number, Date and Time of file preparation, the NGS's assigned Pool Code (rather than the NGS name) and the NGS's assigned Rate Numbers, if the Company is billing on behalf of the NGS.
- d. The NGS may submit additions, changes or deletions from its ratepayer list to the Company on a daily basis. Such additions, changes or deletions from the ratepayer list will become effective for the service period reflected in the second bill issued following the date such additions, changes or deletions are submitted to the Company.

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RULES AND REGULATIONS - (Continued)

- The Company shall notify the NGS with a report via the Internet if a new ratepayer is not processed. The circumstances in which a ratepayer will not be processed may include, but are not limited to, the information provided by the NGS does not match the Company's required data elements, the ratepayer submitted by the NGS is not eligible for the requested service, and the ratepayer is no longer receiving service from the Company. Such report will be issued on the Company's web site following processing and will include the reason the ratepayer has not been processed.
- Once a prospective ratepayer's request has been processed, the Company shall mail out a confirmation letter to each ratepayer by the end of the next business day after the date the Company receives notification from the NGS that the ratepayer has elected to switch NGSs or return to the Company's supplier of last resort service, asking the ratepayer to notify the Company if information in the confirmation letter is inaccurate. Such confirmation letter shall include, if appropriate, the ratepayer's pool operator choice as stated by the NGS, the applicable billing option, the approximate

date when transportation service is to begin and the date that the first bill will be mailed.

(C)

- Should the Company receive notification from a ratepayer within the five (5) calendar days required under the confirmation letter that the ratepayer's gas service or gas supply election as described by the NGS is in error, the Company shall so notify the NGS. In case of notification by ratepayer of such error, the Company shall continue billing the ratepayer under the ratepayer's current billing Should the Company receive notification from the arrangement. ratepayer that the ratepayer's gas service or gas supply election as described by the NGS is in error, but not receive such notification within the five (5) calendar days period, the Company shall advise the (C) ratepayer to contact the NGS to request cancellation, and if requested by the ratepayer, the Company will treat this as an alleged slamming complaint.
- On or about the eighteenth (18th) of the month, the Company will post on its web site, a list of ratepayers for the forthcoming month. Additions and removals from the NGS will also be reported on a daily basis in an activity file.
- Should the Company receive notification by more than one NGS within a one-month period that the ratepayer has elected said NGS to supply ratepayer's natural gas, the Company shall proceed with the confirmation process using the first NGS which notifies the Company, unless the ratepayer informs the Company otherwise.
- The Company will issue, at a minimum, a monthly report of ratepayers who have discontinued service with the NGS via Internet, which shall include discontinuances initiated by the incumbent NGS, the ratepayer or ratepayer's new NGS.

11.2 Service Agreement

Service agreements for delivery services are not required unless the customer consumes more than 10,000 Mcf per year or has negotiated a delivery service rate less than the maximum rate.

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When a service agreement is required, an agreement for a minimum of one year must be executed by each applicant as a condition to receiving delivery service unless the Company agrees to a shorter term. The Service Agreement, when required, shall include but not be limited to:
1) the point(s) at which the Company will receive customer's gas; 2) the point(s) at which the Company will deliver customer's gas to customer's facilities; 3) pressure, maximum and minimum daily volumes, and annual delivery service volumes. Delivery of gas will not begin until a Service Agreement is fully executed.

11.3 Natural Gas Supply Shortage

In the event of a natural gas supply shortage which threatens Priority 1 Service, the delivery service customer agrees to sell its natural gas supply to the Company at the Company's weighted average cost of gas. If the delivery service customer is a Priority 1 customer, this section will apply only in the event of and to the same extent as curtailment of service to all Priority 1 customers impacted by the gas supply shortage. The customer will be required to furnish a copy of the customer's supply contract or other evidence of price to the Company upon request.

C) Indicates Change.

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RULES AND REGULATIONS - (Continued)

11.4 Shrinkage

The Company's retention allowance for delivery service shrinkage is 6.6 (I) percent of the total volume delivered into its system. The Company reserves the right to discount shrinkage at the Company's discretion.

In addition to the shrinkage rate listed above the Company reserves the right to retain a portion of all Apollo District transportation volumes as compressor fuel. The portion will be established in each customer contract based upon the character of the actual service to be provided by the Company, but will not be greater than 3.0%

11.5 Quality of Gas

Gas of suitable quality, consistent with the Company's operating standards, must be provided by the customer at receipt point(s) designated in the Service Agreement.

11.6 Obligation To Serve

Delivery service customers who hold assigned capacity pursuant to Rate FPS sufficient to meet their firm requirements may return to sales service and the Company will accept back the underlying capacity. The Company shall treat delivery service customers who do not hold assigned capacity sufficient to meet their firm requirements and who wish to return to retail service in the same manner in which it would treat similarly situated customers who apply for retail service for the first time, except that, if the customers are permitted to return to firm service, then the Company shall accept back any capacity previously assigned to the customers.

For Pool Administrators not electing the Company's Purchase of Receivables (POR) billing option, failure of a customer to pay a Pool Administrator's bill is not a basis for termination of a customer by the Company or for denying the customer's return to retail sales service. Where the Company provides a consolidated bill, partial payment will be credited in accordance with the Commission's currently effective Guidelines for Maintaining Customer Service. Customer accounts, whose Pool Administrator has elected to participate in the Company's POR billing option, who fail to pay for basic services may be terminated pursuant to Rule 6.1.

11.7 Company Agency

The Company will offer this service as an agent for securing storage services, transportation capacity on transmission pipelines to transport customer's gas to the pipeline delivery points on the Company's system and gas supply services only under the following limited circumstances: (1) The customer requests such service of the Company; (2) the customer is an existing customer of the Company; (3) the customer represents that it has received a bona fide offer from another company to bypass or otherwise leave the Equitable distribution system; (4) Equitable must attempt to obtain offers for supply services from at least three different natural gas suppliers; and (5) Equitable shall provide documentation to the Commission, upon request, that the four conditions above have been met.

(I) Indicates Increase.

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

RULES AND REGULATIONS - (Continued)

11.8 Verification of Gas Delivered

The customer is responsible for providing or causing to be provided to the Company any and all information requested by the Company in order to verify the volumes of gas delivered into the Company's system on behalf of the customer.

11.9 Additional or Updated Facilities

The customer will reimburse the Company for the addition, alteration, and installation of facilities and/or equipment deemed necessary by the Company to administer and provide service to the customer. The customer will pay the cost of maintaining Company facilities devoted solely to serving the customer.

11.10 Commingled Gas

The Company reserves the right to commingle gas of the customer with that of other suppliers and customers.

11.11 Additional Charges

The customer's agent or, where applicable, a GDS customer, shall be liable for any additional charges which arise out of the provision of delivery service. Any charge, penalty or obligation imposed by a pipeline transporter or supplier as a result of the monthly or daily balancing of the customer's deliveries and consumption shall be paid by the customer's agent or where applicable the GDS customer in addition to the applicable charges set forth elsewhere in this Tariff and under the applicable delivery service rate schedule.

11.12 Estimated Consumption

The Company reserves the right to estimate consumption for delivery service customers. Please see Rules 2.3 and 3.2 in the Rules and Regulations of this tariff.

11.13 Operational Flow Order (OFO)

The customer's agent or, where applicable, GDS customers are subject to the Company's issuance of OFOs. In order to address operational reliability or, in the case of GDS, to prevent undue cost shifting the Company will have the authority to direct a customer, or where the customer is part of an aggregation pool, the customer's Pool Administrator, to adjust daily scheduled volumes to a specified level or to deliver gas to specified receipt point(s) into the Company's distribution system or to receipt points prescribed by upstream pipelines. Generally, during peak design day conditions, the specified level will be equal to the Maximum Daily Quantity (MDQ) as defined in 11.17. Should conditions be greater or less than peak design day conditions, the specified level of the OFO may be greater or less than the MDQ. Required deliveries to specified receipt points will not exceed: in the case of a FDS customer, the customer's primary delivery capacity to that receipt point; in the case of a GDS or DDS customer, the customer's MDQ for that receipt point as set forth in the customer's service agreement. Action or inaction by the Company shall be reviewable in the Company's Section 1307(f) proceedings.

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RULES AND REGULATIONS - (Continued)

When a difference exists between the daily OFO volume and actual daily scheduled deliveries to the Company or between the OFO volume to a specified receipt point and the actual deliveries to that receipt point, the following charges will be assessed:

- 1) Ten dollars per Mcf on the difference; and
 - 2) A pro-rata share of any other charges incurred by the Company as a result of the customer's noncompliance with the OFO.

In addition, where the daily OFO volume exceeds the actual daily scheduled deliveries to the Company, the difference will be Cashed-out at 150% of the sum of the highest price gas purchased by the Company, on the day the shortfall occurs, plus the applicable transportation costs, including retainage, to transport the gas from the supply area to the Company's city gate and the applicable Gross Receipts Tax.

If a customer or its agent fails to comply with an OFO the Company may suspend, for one year, the party responsible for the non-compliance. The degree of harm caused by such non-compliance and any efforts undertaken in attempting to comply shall be factors considered in any suspension. In the event of a proposed suspension, the Company will provide the party notice of such action, advising the party of the opportunity to meet with a Company representative who shall have authority to recommend the canceling of such suspension. The Company's actions shall not be unduly discriminatory and shall be subject to Commission review pursuant to the complaint procedure of the Public Utility Code, including an opportunity to obtain a stay of such suspension pending final resolution by the Commission. Suspension of a customer shall mean the customer must return to an applicable sales service within this tariff. Suspension of an agent shall mean the agent's pool(s) will be dismantled. In that case, all customers included in the suspended agent's pool(s) must choose one of the following options: return to an applicable sales service under this tariff or join another pool that is not affiliated with the suspended agent.

11.14 Finance Charge

If payment of a monthly bill for regulated services for commercial and industrial customers has not been received within fifteen days from the date of mailing or twenty days in the case of a bill for residential service, a Finance Charge of 1.5 percent will be added to the unpaid balance each month until the entire bill is paid.

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RULES AND REGULATIONS - (Continued)

11.15 Billing Service

The Company will bill customers each month for Distribution services. A Pool Administrator may elect to have the Company bill for its basic services (commodity charges) on this monthly statement. An Agreement for this consolidated billing service must be entered into between the Company and the Pool Administrator which shall include, but not be limited to: (1) services and bill content; (2) billing and payment data exchange, (3) collection and remittance of taxes, (4) charges and fees. The Company shall not be required to provide space for bill inserts, bill messages, or for the billing of charges other than gas commodity charges. Customers' payments shall be credited first to amounts due to the Company, including finance charges, installment payments of amounts due to the Company under an existing payment plan and receivables acquired under a POR program. Partial payments will be applied in accordance with Commission guidelines.

11.16 Liability

Subject to Rule 8.2 of this tariff, the Company shall not be liable for any loss or injury, including but not limited to loss of gas or interruption of service, arising from or out of the Company's delivery services unless such loss or injury is a direct result of the Company's willful misconduct, reckless acts or gross negligence. The Customer's Agent/Pool Administrator, or, where applicable, a GDS customer shall indemnify Company from and against any and all losses and damages of every kind and character which customer or agent may sustain or be liable for, and will hold Company harmless from any and all damages, claims, suits, actions or proceedings, either threatened or initiated, as the result of issuance of an OFO, except for losses, damages or expenses caused solely by Company's willful misconduct, reckless acts or gross negligence.

11.17 Maximum Daily Quantity

All delivery service customers will be assigned, by the Company, a Maximum Daily Quantity (MDQ). The MDQ will be equal to the customer's estimated usage on a design day. Unless specified by the Company, a customer may not nominate gas above the MDQ.

11.18 Commercial and Industrial Customers

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Large Commercial and Large Industrial Customers are customers who the Company estimates will use more than 1,000 Mcf of gas annually through a single meter in a 12 month period.

Small Commercial and Small Industrial Customers are all other commercial and industrial customers who qualify for delivery service.

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RULES AND REGULATIONS - (Continued)

11.19 Creditworthiness

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In order to commence pooling service or continue pooling service on the Company's system, the Company requires a Pool Administrator to establish its creditworthiness using the following criteria or, being unable to establish creditworthiness, provide security to the Company ensuring the Pool Administrator's financial responsibility. The Company will apply creditworthiness criteria to all Pool Administrators on a non-discriminatory basis.

Creditworthiness Criteria:

- (a) At the Company's request, a Pool Administrator shall provide current audited financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Pool Administrator's financial condition, a list of all corporate affiliates, parent companies and subsidiaries, and any available credit reports. The Company shall apply consistent analytical criteria to determine if a Pool Administrator's overall financial condition meets internal credit risk parameters.
- (b) In addition to the information described in (a), a Pool Administrator shall provide a bank reference and at least two trade references. The results of the reference checks and any credit reports submitted in (a) must show that a Pool Administrator's obligations are being paid on a timely basis.
- (c) A Pool Administrator must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation under state laws. A Pool Administrator must not be subject to the uncertainty of pending or threatening litigation in state or federal courts or regulatory proceedings which could (1) cause a substantial deterioration in its financial condition, (2) cause a condition of insolvency, or (3) endanger its ability to exist as an ongoing business.
- (d) The Pool Operator must hold a Natural Gas Suppliers License from the (C) Commission.
- (e) If a Pool Administrator has a relationship with the Company, then the Pool Administrator: (i) must have paid its account in the past according to the terms of the service agreement; and (ii) must have no delinquent balances outstanding for services rendered by the Company.
- (f) Pool Administrator must provide written notification to the Company within two business days if a Pool Administrator initiates or becomes a party to any of the events or actions described in (c), or if a Pool Administrator's Credit Rating is downgraded below Ba3 from Moody's or BB- from S&P or Fitch. "Credit Rating" means the rating assigned to the Pool Administrator's unsecured, senior long-term debt obligations (not supported by third party security) by Moody's, S&P, or Fitch.

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RULES AND REGULATIONS - (Continued)

"Moody's" means Moody's Investor Services, Inc., or its successor. "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor." "Fitch" means Fitch Ratings (a division of the Fitch Group) or its successor. If Pool Administrator is rated by more than one rating agency and the existing Credit Ratings are split, then Pool Administrator must maintain an Investment Grade Rating from any two of the three rating agencies.

Security Ensuring Financial Responsibility:

If a Pool Administrator fails to establish its creditworthiness under one or more of the criteria described above in (a), (b), (c), (e), and (f), Pool Administrator will provide security ensuring its financial responsibility that shall include the following components and shall be calculated based on the projected peak winter month usage served by the pool operator:

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- All applicable pooling and aggregation fees;
 All applicable billing fees; and
- 3. Projected imbalance fees using the maximum imbalance price multipliers and assuming that the pool operator fails to deliver gas supplies during the peak month.

The Company shall consider the forms of security enhancements as set forth In 52 Pa. code §§ 62.102 - 62.114. The Company may also consider as a form of security such amounts collected by the Company on behalf of the pool operator or such other security as is mutually acceptable to both the Company and the NGS. The Company reserves the right to determine which of these financial instruments shall be established as a security enhancement.

All information submitted or provided to the Company will remain confidential and be used solely for the purpose of evaluating the financial fitness or creditworthiness of the NGS. The amount of the security enhancement may be reviewed and modified based on the criteria established at 52 Pa. code §§ 62.102 - 62.114.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 39A

RULES AND REGULATIONS - (Continued)

11.20 Acceptable Business Practices

(C)

In addition to the creditworthiness criteria Pool Administrators must also adhere to the following business practices.

- (a) The bills rendered by the Pool Administrator will be clear and in plain language and shall meet the billing information requirements of Chapter 56 of the Commission's regulations. Bills rendered by a Pool Administrator shall contain a statement directing the ratepayer to "register any question or complaint about the bill prior to the due date", as directed by Commission regulations and shall contain the Company's and the Pool Administrator's telephone numbers where the customer may initiate an inquiry or complaint. Bills must also include the phone number of the Commission's customer hot line.
- (b) Pool Administrators shall provide customers with minimum payment periods required by the Commission's regulations; i.e. residential customers shall have 20 days to pay and commercial customers shall have 15 days. The Pool Administrator shall notify the customer with adequate notice of the consequences of failure to pay.
- (c) Pool Administrators must establish and use customer complaint procedures and respond to complaints in a timely fashion.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46

FIRST REVISED PAGE NO. 40 CANCELING ORIGINAL PAGE NO. 40

RULES AND REGULATIONS - (Continued)

11.20 Acceptable Business Practices (Cont)

(C)

- (d) If a Pool Administrator determines to terminate gas supply service to any customer, the Pool Administrator shall give 25 working days' notice of its intention in this regard to the Company and the customer. If the customer is a Priority 1 customer, the Pool Administrator will relinquish any capacity assigned to the Pool Administrator on the customer's behalf. If the Pool Administrator proposes to terminate a Priority 1 customer during the heating season (December 1 through March 31), and the capacity assigned is insufficient to meet the customer's requirements, then the Pool Administrator may be required to serve the customer until the end of the heating season.
- (e) Pool administrators will follow the Commission's Customer Information and Disclosure Guidelines for requirements related to NGS disclosure of the terms of service, marketing, advertising and sales practices, and privacy of customer information.
- (f) Pool administrators will follow the Commission's standards of credit determination, deposits, initiation and disconnection of service in accordance with the Commission's currently effective Guidelines for Maintaining Customer Service.

11.21 BTU Conversion Factor

For the purposes of determining monthly and daily imbalances of a delivery service pool, the Company will use the BTU conversion factor utilized in the Company's most recent Section 1307(f) proceeding.

11.22 Consumption Information

(C)

Individual customer consumption data, including actual or estimated meter readings, shall be provided electronically as meters are read during the month.

11.23 Dispute Resolution

The Company will work in good faith to resolve disputes with Pool Administrators within 90 days. Disputes will be resolved according to Commission procedures.

11.24 Standards of Conduct

Equitable Gas Company and all Natural Gas Suppliers operating on its system will comply with the following requirements.

- 1) Equitable shall apply its tariffs in a nondiscriminatory manner to its affiliated natural gas supplier and any nonaffiliated natural gas supplier.
- 2) Equitable shall not apply a tariff provision in any manner that would give its affiliated natural gas supplier an unreasonable preference over other natural gas suppliers with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or non-delivery, and all other services provided to its affiliated natural gas supplier.
- 3) Mandatory tariff provisions shall not be waived by Equitable for any natural gas suppliers absent prior approval of the Commission.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 41 CANCELING ORIGINAL PAGE NO. 41

RULES AND REGULATIONS - (Continued)

11.24 Standards of Conduct (continued)

4) If a tariff provision is not mandatory or provides for waivers, Equitable shall grant the waivers without preference to its affiliated natural gas supplier or non-affiliated natural gas supplier.

- 5) Equitable shall maintain a chronological log of tariff provisions for which it has granted waivers. Entries shall include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. The chronological log shall be open for public inspection during normal business hours.
- 6) Equitable shall process requests for distribution services promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. Equitable shall maintain a chronological log showing the processing of requests for transportation services. The chronological log shall be open for public inspection during normal business hours.
- 7) If Equitable provides a distribution service discount, fee waiver or rebate to its favored customers, or to the favored customers of its affiliated natural gas supplier, Equitable shall offer the same distribution service discount, fee waiver or rebate to other similarly situated customers. Offers shall not be tied to any unrelated service, incentive or offer on behalf of either Equitable or its affiliated natural gas supplier. A chronological log shall be maintained showing the date, party, time and rationale for the action. The chronological log shall be open for public inspection during normal business hours.
- 8) Subject to customer privacy or confidentiality constraints, Equitable shall not disclose, directly or indirectly, any customer proprietary information to its affiliated natural gas supplier unless authorized by the customer. To the extent that Equitable does disclose customer information without customer authorization, it shall contemporaneously provide this same information to other similarly situated natural gas suppliers in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliated natural gas supplier any advantage related to the disclosure.

A chronological log shall be maintained showing the date, time and rationale for the disclosure. The chronological log shall be open for public inspection during normal business hours.

9) Equitable shall justly and reasonably allocate to its affiliated natural gas supplier the costs or expenses for general administration or support services provided to its affiliated natural gas supplier.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

(C)

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 42 CANCELING ORIGINALPAGE NO. 42

RULES AND REGULATIONS - (Continued)

11.24 Standards of Conduct (continued)

- 10) Equitable shall not condition or tie the provision of any product, service or price agreement by Equitable (including release of interstate pipeline capacity) to the provision of any product or service by its affiliated natural gas supplier.
- 11) Equitable shall not give its affiliated natural gas supplier preference over a non-affiliated natural gas supplier in the provision of goods and services including processing requests for information, complaints and responses to service interruptions. Natural gas distribution companies shall provide comparable treatment in its provision of such goods and services without regard to a customer's chosen natural gas supplier.
- 12) Equitable and its affiliated natural gas supplier shall maintain separate books and records. Further, transactions between Equitable and its affiliated natural gas supplier shall not involve cross-subsidies. Any shared facilities shall be fully and transparently allocated between the Equitable function and the affiliated natural gas supplier function. Equitable accounts and records shall be maintained such that the costs incurred on behalf of an affiliated natural gas supplier may be clearly identified.
- 13) Equitable employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, shall not be shared with an affiliated natural gas supplier, and their offices shall be physically separated from the office(s) used by those working for the affiliated natural gas supplier. Such Equitable employees may transfer to an affiliated natural gas supplier provided such transfer is not used as a means to circumvent these interim standards of conduct.
- 14) Neither Equitable nor its affiliated natural gas supplier shall directly or by implication, falsely and unfairly represent to any customer, natural gas supplier or third party that an advantage may accrue to any party through use of Equitable's affiliates or subsidiary, such as:
 - That the Commission regulated services provided by Equitable are of a superior quality when services are purchased from its affiliated natural gas supplier; or
 - That the merchant services (for natural gas) are being provided by Equitable when they are in fact being provided by an affiliated natural gas supplier;
 - That the natural gas purchased from a nonaffiliated natural gas supplier may not be reliably delivered;
 - That natural gas must be purchased from an affiliated natural gas supplier to receive Commission regulated services.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

(C)

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46

FIRST REVISED PAGE NO. 43

CANCELING ORIGINALPAGE NO. 43

RULES AND REGULATIONS - (Continued)

11.24 Standards of Conduct (continued)

(C)

- 15) When an affiliated natural gas supplier markets or communicates to the public using the Equitable name or logo, it shall include a legible disclaimer that states:
 - That the affiliated natural gas supplier is not the same company as Equitable;
 - That the prices of the affiliated natural gas supplier are not regulated by the Pa PUC; and
 - That a customer does not have to buy natural gas or other products from the affiliated natural gas supplier in order to receive the same quality service from Equitable.

When an affiliated natural gas supplier advertises or communicates verbally through radio or television to the public using Equitable's name or logo, the affiliated natural gas supplier shall include at the conclusion of any such communication a legible disclaimer that includes all of the disclaimers listed in this paragraph.

- 16) Except in competitive bid situations Equitable shall not (a) jointly market or jointly package its Commission regulated services with the services of an affiliated natural gas supplier or (b) offer or provide to its affiliated natural gas supplier products or services, including bill inserts in its bills promoting an affiliated natural gas supplier's services or a link from Equitable's web-site, unless Equitable offers or provides the products or service to all non-affiliated natural gas supplier on the same terms and conditions.
- 17) Equitable shall not offer or sell natural gas commodity or capacity to its affiliated natural gas supplier without simultaneously posting the offering electronically on a source generally available to the market or otherwise making a sufficient offer to the market. Equitable shall maintain a chronological log of these public disseminations. The chronological log shall be open for public inspection during normal business hours.
- 18) Equitable shall keep a chronological log of any complaints, excepting paragraph (9), regarding discriminatory treatment of natural gas suppliers. This chronological log shall include the date and nature of the complaint and the resolution of the complaint. The chronological log shall be open for inspection during normal business hours.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 44 CANCELING ORIGINAL PAGE NO. 44

RULES AND REGULATIONS - (Continued)

11.24 Standards of Conduct (continued)

(C)

- 19) Dispute Resolution Procedures: The following procedures are established for dealing with any alleged violation of these Standards of Conduct, with the exception of paragraph 9 which is within the exclusive purview of the Commission. The Commission may grant any exception to these requirements if warranted by the fact and circumstances:
 - In any dispute between a natural gas supplier, and/or an affiliated natural gas supplier, and a non-affiliated natural gas supplier alleging a violation of any of these Standards of Conduct provisions, the natural gas supplier must provide Equitable and/or affiliated natural gas supplier, as applicable, a written Notice of Dispute that includes the names of the Parties and Customer(s), if any, involved and a brief description of the matters in dispute.
 - Within five (5) days of Equitable's and/or affiliated natural gas supplier's receipt of a Notice of Dispute, a designated senior representative of each of the Parties shall attempt to resolve the dispute on an informal basis.
 - In the event the designated representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.
 - If mediation is not successful, then the matter shall be converted to a formal proceeding before a Commission Administrative Law Judge.
 - Any Party may file a complaint concerning the dispute with the Commission under relevant provisions of the Public Utility Code.
 - Parties alleging violations of these standards may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof consistent with 66 Pa. C.S. §332 (relating to Public Utility Code) in regard to the allegations and may impose penalties for such violations pursuant to 66 Pa.C.S.§ 3301.
- (20) Equitable and its affiliated natural gas supplier shall formally adopt and implement these provisions as company policy and shall take appropriate steps to train and instruct its employees in their content and application.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 45 CANCELING ORIGINAL PAGE NO. 45

RULES AND REGULATIONS - (Continued)

11.25 Privacy of Customer Information

Neither Equitable nor any Pool Administrator may release private customer information to a third party if the customer requests to restrict the release of private information.

(C)

Customers may restrict the release of customer information by returning a signed form, orally or electronically consistent with Commission guidelines on Eligible Customer Lists.

(C)

A customer may restrict only the customer's historical billing data or may restrict the release of all private customer information including name, billing address, service address, rate class, rate sub class, account number and historical billing data.

Customer telephone numbers may not be released to third parties under any circumstances.

(C)

11.26 Partial Payments

If the Company is providing a consolidated billing service on behalf of a third party NGS that is not participating in the POR program, the Company will apply partial payments in accordance with the Commission's currently effective Guidelines for Maintaining Customer Service.

(C)

11.27 Customer Complaints with Natural Gas Suppliers

Customer complaints related to any services provided by a Third Party Natural Gas Supplier will be referred to the Natural Gas Supplier for resolution. The Company will track each complaint and will refer customers not satisfied by the actions taken or lack of actions taken by the Natural Gas Supplier to the Bureau of Consumer Services.

(C)

(C)

11.28 Purchase of Receivables (POR)

A Pool Administrator may elect to sell its accounts receivable to the Company. An agreement for Consolidated Billing Service and POR must be executed between the Company and Pool Administrator and be consistent with the following requirements, among others:

(C)

1. POR service is available to Pool Administrators providing service to Priority 1 customers as defined in Rule 7.1 of the Rules and Regulations of this tariff and small commercial customers (annual consumption less than 300 Mcf).

(C)

2. If elected by a Pool Administrator, all eligible customers served by a Pool Administrator, must participate in the POR program. (Refer to Availability under Rate FPS and Rate GPS.)

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 46 CANCELING ORIGINAL PAGE NO. 46

RULES AND REGULATIONS - (Continued)

11.28 Purchase of Receivables (POR) - (Continued)

(C)

(C)

- 3. A Pool Administrator may opt in, or out of the POR program on an annual basis only.
- 4. Only basic gas supply service is eligible for participation in the Company's POR program. Basic service is service necessary for the physical delivery of natural gas to a retail customer, consisting of natural gas distribution services and natural gas supply services. Products and services sold in relation to, or in addition to, basic service will not be included.
- 5. The Company shall purchase receivables at a discount rate determined in accordance with PUC Rules and Regulations. The discount rate for residential customer receivables is 1.5492%. The discount rate for commercial and industrial customer receivables is 0.5304%. The Company shall have the right to review and adjust the discount rate on a monthly basis to reflect the actual mix of customers served by the Pool Operator.

6. The Pool Administrator must accept all non-CAP customers whose accounts will be included in the POR program without performing a credit check or requiring an additional security deposit from the customer.

- 7. The Company may terminate service for the full amount of the basic natural gas supply charges purchased under the POR program in accordance with the service termination provisions of Chapter 14 of the Public Utility Code and Chapter 56 of the Commission's regulations. The Pool Administrator must inform customers directly of this policy.
- 8. At the time of selection by a Pool Administrator to participate in a POR program, the Company will notify customers that service may be terminated for failure to pay basic natural gas supply charges purchased under the POR program by a separate bill insert. The enrollment letter issued by the Company will also inform customers that service may be terminated for failure to pay basic supply service charges.

(C)

SUPPLEMENT NO.67

TO GAS - PA. P.U.C. NO. 46

TWENTY-SECOND REVISED PAGE NO. 47

CANCELING TWENTY-FIRST REVISED PAGE NO. 47

RATE RS - RESIDENTIAL SERVICE

APPLICABILITY

These rates shall be applicable throughout the territory served by the Company.

AVAILABILITY

Available at one location for the total gas requirements of any residential customer account.

RATE

The monthly charge for each customer served at each location under this rate schedule and in accordance with Rider A Purchased Gas Costs, shall be the following:

Monthly Service Charge:	\$13.25 per meter	
Natural Gas Supply Charge:	\$4.8818 per Mcf	(I)
Natural Gas Delivery Charge:	\$3.1315 per Mcf	(I)

LATE PAYMENT CHARGE

If payment of bill has not been received within twenty days from date of mailing, a Late Payment Charge of 1.5% per month, will be added to the unpaid balance each month until the entire bill is paid.

MINIMUM CHARGES

The minimum monthly payment shall be the Monthly Service Charge.

SURCHARGES AND RIDERS

Rider D Universal Service and Energy Conservation (except for customers enrolled in CAP and Pilot E-CAP), Rider E Distribution System Improvement Charge, Rider F Merchant Function Charge, Rider G Gas Procurement Charge, Rider Supplier Choice and state tax adjustment surcharge also apply to this rate.

(I) Indicates Increase.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 42
TO GAS - PA. P.U.C. NO. 46
FIRST REVISED PAGE NO. 47A
CANCELING ORIGINAL PAGE NO. 47A

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time where not inconsistent with any specific provision herein are a part of this rate schedule.

SPECIAL PROVISION

Temporary service for new construction transferred from a builder or developer to an owner is not subject to Standby Service requirements. (C)

(C) Indicates Change.

ISSUED: September 30, 2016 EFFECTIVE: October 1, 2016

SUPPLEMENT NO. 67

TO GAS - PA. P.U.C. NO. 46

TWENTIETH REVISED PAGE NO. 48

CANCELING NINETEENTH REVISED PAGE NO. 48

RATE GSS - GENERAL SERVICE SMALL

APPLICABILITY

These rates shall be applicable throughout the territory served by the Company.

AVAILABILITY

Available for the total gas requirements at each service location of a commercial or industrial customer who the Company estimates will use 1,000 MCF or less in a twelve month period at that service location. The Company, at its sole discretion, may allow for the aggregation of volumes to qualify for a defined Delivery rate. In these cases, the monthly charge applicable will be based on the volume delivered via each meter.

RATE

The monthly charge for each customer served at each location under this rate schedule and in accordance with Rider A Purchased Gas Costs, shall be the following:

Monthly Service Charge:

Annual Throughput < 500 \$17.00 per meter Annual Throughput 500 - 1,000 \$28.00 per meter

Natural Gas Supply Charge: \$4.8818 per Mcf (I)
Natural Gas Delivery Charge: \$2.5538 per Mcf (I)

LATE PAYMENT CHARGE

If payment of bill has not been received within fifteen days from date of mailing, a Late Payment Charge of 1.5% per month will be added to the unpaid balance each month until the entire bill is paid.

MINIMUM CHARGES

The minimum monthly payment shall be the Monthly Service Charge.

SURCHARGES AND RIDERS

Rider E Distribution System Improvement Charge, Rider F Merchant Function Charge, Rider G Gas Procurement Charge, Rider Supplier Choice and state tax adjustment surcharge also apply to this rate.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time where not inconsistent with any specific provision herein are a part of this rate schedule.

SPECIAL PROVISION

Temporary service for new construction transferred from a builder or developer to an owner is not subject to Standby Service requirements.

(I) Indicates Increase.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 67

TO GAS - PA. P.U.C. NO. 46

TWENTIETH REVISED PAGE NO. 49

CANCELING NINETEENTH REVISED PAGE NO. 49

RATE GSL - GENERAL SERVICE LARGE

APPLICABILITY

These rates shall be applicable throughout the territory served by the Company.

AVAILABILITY

Available for the total gas requirements at each service location of an industrial or commercial customer who the Company estimates will use more than 1,000 Mcf in a twelve month period at that service location. The Company, at its sole discretion, may allow for the aggregation of volumes to qualify for a defined Delivery rate. In these cases, the monthly charge applicable will be based on the volume delivered via each meter.

RATE

The monthly charge for each customer served at each location under this rate schedule and in accordance with Rider A Purchased Gas Cost shall be the following:

Monthly Service Charge:

Annual Throughput 1,001	- 4,999	\$150.00	per	meter
Annual Throughput 5,000	- 25,000	\$300.00	per	meter
Annual Throughput > 25,0	00	\$1,600.00	per	meter

Natural Gas Supply Charge:	\$4.8818 per Mcf	(I)
Natural Gas Delivery Charge:	\$2.4578 per Mcf	(I)

LATE PAYMENT CHARGE

If payment of bill has not been received within fifteen days from date of mailing, a Late Payment Charge of 1.5% will be added to the unpaid balance each month until the entire bill is paid.

MINIMUM CHARGE

The minimum monthly payment shall be the Monthly Service Charge.

SURCHARGES AND RIDERS

Rider E Distribution System Improvement Charge, Rider F Merchant Function Charge, Rider G Gas Procurement Charge and state tax adjustment surcharge also apply to this rate.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time where not inconsistent with any specific provision herein are a part of this rate schedule.

(I) Indicates Increase.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO.42

TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 49A CANCELING ORIGINAL PAGE NO. 49A

SPECIAL PROVISION

Temporary service for new construction transferred from a builder or (C) developer to an owner is not subject to Standby Service requirements.

(C) Indicates Change.

ISSUED: September 30, 2016 EFFECTIVE: October 1, 2016

RATE GL - GAS LIGHTS

APPLICABILITY

This rate shall be applicable throughout the territory served by the Company.

AVAILABILITY

Available for any gas lighting where the gas is not measured by meter.

USAGE

Consumption per light will be assumed at:

Residential 1.8 Mcf/Month Commercial and Industrial 2.8 Mcf/Month

These volumes will be billed monthly under the customer's otherwise applicable rate schedule.

SURCHARGES AND RIDERS

Customers served under this rate schedule are subject to Rider E Distribution System Improvement Charge (DSIC) except that the DSIC rate may be reduced or eliminated for any customer with competitive alternatives or negotiated contracts.

SPECIAL TERMS AND CONDITIONS

Gas will be supplied only to lamps furnished, erected, and maintained by the customer and equipped with devices satisfactory to the Company. Consumption and billing will be assumed to be continuous until customer notifies Company that gas light(s) has been permanently shut off and Company verifies to its satisfaction that service has been disconnected. Company may require gas lights to be metered except in instances where it is not economically feasible or is otherwise impractical, to be determined solely at the discretion of the Company.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 67

TO GAS - PA. P.U.C. NO. 46

NINTH REVISED PAGE NO. 51

CANCELING EIGHTH REVISED PAGE NO. 51

RATE FDS - FIRM DELIVERY SERVICE

APPLICABILITY

These rates shall be applicable throughout the territory served by the Company, i.e., Equitable and Apollo Districts

AVAILABILITY

Service under this rate schedule is available for resale service and to any Priority-one customer as defined in Rule 7.1 of the Rules and Regulations of this tariff where the customer's full commodity requirements are supplied through a single aggregation pool pursuant to the Company's Firm Pooling Service (FPS).

RATE

The applicable rate for each district shall be determined by negotiation between the Company and the customer and shall not exceed the rates set forth below plus riders applicable to this service:

Monthly Service Charge:

Resident	ial		Ş	13.25	per	meter

Commercial and Industrial:

Annual Throughput	< 500	\$ 17.00 per meter
Annual Throughput	500 - 1,000	\$ 28.00 per meter
Annual Throughput	1,001 - 4,999	\$150.00 per meter

Delivery Charge:

Residential Service	\$ 3.1687 per Mcf
Small Commercial, Industrial and Resale	\$ 2.5910 per Mcf
Large Commercial and Industrial	\$ 2.4950 per Mcf

Capacity Charge:

Pursuant to Special Provision (a):	\$	0.9953	per Mcf	(D)
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MINIMUM CHARGE

The minimum monthly payment shall be the Monthly Service charge.

(D) Indicates Decrease.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 42

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NUMBER 52

CANCELING FIRST REVISED PAGE NO. 52

RATE FDS - FIRM DELIVERY SERVICE (CONTINUED)

RULES AND REGULATIONS

Service under this rate schedule is subject to the Additional Rules Applicable to All Delivery Services and other applicable rules contained in this tariff. Customers served under this rate schedule are subject to all applicable surcharges and riders including:

(C)

Distribution System Improvement Charge Rider E

Residential:

Universal Service and Energy Conservation Rider D

Merchant Function Charge Rider F

LATE PAYMENT CHARGE

If payment of bill has not been received within twenty days for Residential and within fifteen days for Commercial and Industrial from date of mailing, a Late Payment Charge of 1.5% per month, will be added to the unpaid balance each month until the entire bill is paid.

(C) Indicates Change.

ISSUED: September 30, 2016 EFFECTIVE: October 1, 2016

SUPPLEMENT NO.64

TO GAS - PA. P.U.C. NO. 46

SIXTH REVISED PAGE NO. 53

CANCELING FIFTH REVISED PAGE NO. 53

RATE GDS - GENERAL DELIVERY SERVICE

APPLICABILITY

These rates shall be applicable throughout the territory served by the Company, i.e., Equitable and Apollo Districts

AVAILABILITY

Delivery service under this rate schedule is available for resale service and to commercial and industrial customers who do not qualify for or elect service under Rate FDS and whose full commodity requirements are supplied through a single aggregation pool pursuant to the Company General Pooling Service (GPS) or directly by the supplier as a stand-alone customer. A customer who uses more than 5,000 Mcf annually is not required to receive supply through the Company's General Pooling Service

RATE

The applicable rate for each district may be determined by negotiation between the Company and the customer and shall not exceed the rates set forth below plus riders applicable to this service:

Monthly Service Charge:

Commercial	and	Industrial:
Commercial	and	TIIUUSCITAI.

Annual Throughput	< 500	\$ 17.00	per	meter
Annual Throughput	500 - 1,000	\$ 28.00	per	meter
Annual Throughput	1,001 - 4,999	\$150.00	per	meter
Annual Throughput	5,000 - 25,000	\$300.00	per	meter
Annual Throughput	> 25,000	\$1,600.00	per	meter

Delivery Charge:

Small	Commercial,	Industria	l and Resale	\$ 2.591	per	Mcf
Large	Commercial	and Industr	rial	\$ 2.495	per	Mcf

Balancing Charge:

Pursuant to Special	Provision (b)		
Annual Throughput <	25,000	\$0.3848 per Mcf	(I)
Annual Throughput >	25,000	\$0.0812 per Mcf	(D)

MINIMUM CHARGE

The minimum monthly payment shall be the Monthly Service charge.

- (I) Indicates Increase.
- (D) Indicates Decrease.

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

SUPPLEMENT NO. 32

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 54

CANCELING FIRST REVISED PAGE NO. 54

RATE GDS - GENERAL DELIVERY SERVICE (CONTINUED)

SPECIAL PROVISIONS

- (a) Customers will be allowed to transfer to or from this rate schedule only if: (1) the Company can obtain any increase or decrease in its gas supplies, transportation capacity and storage capacity or any combination thereof required to accommodate such transfer; or (2) the Company, in its sole judgment concludes that no increase or decrease is required.
- (b) The Balancing Charge includes the cost of the resources needed by the Company to balance its system. The Company retains the right to waive this charge, in whole or in part, for customers with competitive options. The Company will provide a credit to Rider A gas costs associated with the balancing charge revenues collected from transportation customers. The balancing charge rate will be adjusted each year in conjunction with the Company's 1307(f) filing.

(C)

(c) This service is interruptible, however, customers may elect to take an assignment of capacity or purchase Standby Service from the Company.

Monthly Balancing Provisions

- All delivery service customers served under this rate schedule not included in a Pool Administrator's Aggregation pool under Rate GPS, shall be subject to the following monthly balancing provisions.
- (1) A monthly imbalance will exist when (a) a customer's consumption in a month falls short of the gas supply available for the customer's use in a month (monthly supply excess) or (b) a customer consumes more gas than the gas supply available for the customer's use in a month (monthly supply shortfall).
- (2) A monthly supply excess equal to, or less than, three and one-half percent (3.5%) of the customer's consumption for a month shall be purchased by the Company at a price equal to eighty-five percent (85%) of the midpoint price for the month in which the excess occurred as published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point.
- (3) A monthly supply shortfall equal to, or less than, three and one-half percent (3.5%) of the customer's consumption for a month shall be sold by the Company at a price equal to one hundred fifteen (115%) of the midpoint price for the month in which the shortfall occurred as published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point.

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

SUPPLEMENT NO. 42

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 55

CANCELING FIRST REVISED PAGE NO. 55

RATE GDS - GENERAL DELIVERY SERVICE (CONTINUED)

(5) All rates set forth in this rate schedule that are billed on a volumetric per Mcf basis may be billed using cycled metered volumes, either actual or estimated. Cash-in and Cash-out prices cover only gas supply costs as defined herein.

Rules and Regulations

Service under this rate schedule is subject to the Additional Rules Applicable to All Delivery Services and other applicable rules contained in this tariff.

Customers served under this rate schedule are subject to all applicable surcharges and riders including:

(C)

Distribution System Improvement Charge Rider E

LATE PAYMENT CHARGE

If payment of bill has not been received within fifteen days from date of mailing, a Late Payment Charge of 1.5% per month will be added to the unpaid balance each month until the entire bill is paid.

(C) Indicates Change.

ISSUED: September 30, 2016 EFFECTIVE: October 1, 2016

GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 56

RATE DDS - DAILY DELIVERY SERVICE

AVAILABILITY

Delivery service under this rate schedule is available for resale service and to any commercial or industrial customer with annual usage in excess of 5,000 Mcf who:

- (1) has entered into a written contract with the Company for service under this rate schedule for a minimum of 12 months; and
- (2) has the ability to withstand interruption and satisfy periodic interruption tests conducted by the Company; or has installed, operable alternative fuel equipment capable of meeting the customer's peak day requirements; or pays for the cost of, installation of and monthly expenses associated with a Remotely Actuated Valve, which can interrupt gas flow without a site visit by the Company.

CHARACTER OF SERVICE

Service will be provided by the Company based on the Company having available capacity and the customer delivering suitable gas into the Company's distribution system. Gas transported by the Company shall be and remain the property of the customer.

MEASUREMENT OF DELIVERIES

All customers electing service under this rate schedule must pay for and maintain a dedicated telephone line installed to the meter, communication system costs, and all equipment, including installation, deemed necessary by the Company to administer daily balancing by providing all delivery points specified in the contract with real-time electronic gas measurement. The cost to the customer shall be set forth in the service agreement and may be assessed in equal monthly payments over the term of the agreement plus interest equal to the Company's overall rate of return as authorized by the Commission.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 64

TO GAS - PA. P.U.C. NO. 46

SIXTH REVISED PAGE NO. 57

CANCELING FIFTH REVISED PAGE NO. 57

RATE DDS- DAILY DELIVERY SERVICE (CONTINUED)

RATE

The applicable rate shall be determined by negotiation between the Company and the customer and shall not exceed the rates set forth below plus riders applicable to this service:

Monthly Service Charge:

Commercial and Industrial:

Commercial and Industrial

Annual Throughput 5,000 - 25,000 \$300.00 per meter

25,000 \$1,600.00 per meter

Delivery Charge:

Resale Service \$ 2.711 per Mcf Resale Service \$ 2.711 per Mcf Large Commercial and Industrial \$ 2.600 per Mcf

Balancing Charge:

Pursuant to Special Provision (a)

Annual Throughput < 25,000 \$0.3848 per Mcf (I) \$0.0812 per Mcf Annual Throughput > 25,000 (D)

Customers served under this rate schedule are subject to all applicable surcharges and riders including:

Distribution System Improvement Charge Rider E

SPECIAL PROVISIONS

(a) The Balancing Charge includes the cost of the resources needed by the Company to balance its system. The Company retains the right to waive this charge, in whole or in part, for customers with competitive options. The Company will provide a credit to Rider A gas costs associated with the capacity utilized to provide balancing services to transportation customers. The balancing charge rate will be adjusted each year in conjunction with the Company's 1307(f) filing.

BALANCING PROVISIONS

Daily Balancing

A daily imbalance will exist when (a) a customer's consumption in a day falls short of the daily gas supply nominated (daily supply excess), or (b) a customer's consumption in a day exceeds the daily supply nominated (daily supply shortfall).

- A Daily Supply Tolerance equal to 3.5% of the customer's contracted Maximum Daily Quantity will be permitted without penalty.
- A daily supply excess greater than the Daily Supply Tolerance (2) will be Cashed-In at 85% of

the Midpoint price published in <u>Platts</u>, <u>Gas Daily</u> publication, under the heading Appalachia, Dominion, South Point on the day the excess occurs.

(I) Indicates Increase. (D) Indicates Decrease.

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46

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FIRST REVISED PAGE NO. 58

CANCELING ORIGINAL PAGE NO. 58

RATE DDS- DAILY DELIVERY SERVICE (CONTINUED)

- (3) A daily supply shortfall greater than Daily Supply Tolerance will be Cashed-Out at 115% of the Midpoint price published in <u>Platts, Gas Daily</u> publication, under the heading Appalachia, Dominion, South Point on the day the shortfall occurs.
- (4) A daily supply excess less than the Daily Supply Tolerance will be considered first gas through the meter on the following day and will be added to gas delivered on that day to determine daily imbalances.
- (5) A daily supply shortfall less than the Daily Supply Tolerance will be subtracted from (C) gas delivered the following day to arrive at the amount of gas to be used to determine daily imbalances.

OPERATIONAL MATCHING ORDERS (OMO)

All DDS customers are subject to the Company's issuance of OMOs which will direct the customer to adjust usage to match volumes authorized by the Company. Failure to comply with an OMO will result in the billing of the following charges when the actual daily usage exceeds the daily flowing volume:

- 1) Ten dollars (\$10.00) per Mcf on the difference.
 - 2) The difference will be Cashed-Out at 150% of the sum of the highest price gas purchased by the Company, on the day the shortfall occurs, plus the applicable transportation and retainage charges to transport the gas from the supply area to the Company's city gate.
 - 3) A pro-rata share of any other charges incurred by the Company as a result of the customer's noncompliance with the OMO.

If a customer fails to comply with an OMO the Company reserves the right to suspend, for one year, the customer's right to subscribe to a delivery service or require the customer to purchase Standby Service.

SUPPLEMENT NO. 26

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 59

CANCELING FIRST REVISED PAGE NO. 59

RATE FPS - FIRM POOLING SERVICE

TERMS AND CONDITIONS

1. AVAILABILITY

Service under this rate schedule is available to any Pool Operator who demonstrates to the Company's satisfaction that it has met the creditworthiness and fitness standards defined in the Rules and Regulations of this tariff, and who has entered into a Firm Pooling Service Agreement with the Company. Unless otherwise agreed to by the Company, a Pool Operator that operates a FPS and a GPS pool must serve its Priority-One customers, as defined in Rule 7.1 of the Rules and Regulations of this tariff, in its FPS pool and serve its non-priority one customers in its GPS pool.

2. TYPE OF SERVICE

This is a customer aggregation service whereby a creditworthy third party, the Pool Administrator, takes assignment on behalf of a FDS customer of the customer's nomination and balancing responsibilities and, under separate contractual agreement with the Company, aggregates the customer's gas deliveries and consumption with those of other FDS customers for the purposes of calculating imbalances on the Company's system.

3. SERVICE CONDITIONS

3.1 Assignment of Capacity & Other Gas Supplies

Assignment of Upstream Capacity

The Company will assign the following upstream firm pipeline capacity to the Pool Administrator: firm transportation and storage on the Company's upstream transportation pipeline, Dominion Transmission Inc.; firm transportation on Equitrans L.P. ("Equitrans"); and storage related firm transportation on Equitrans; and any other pipeline capacity that may be available to the Company. Capacity will be assigned on behalf of each customer of the Pool Administrator's FPS Pool based on the Company's determination of peak design day consumption of the customer.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

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SUPPLEMENT NO. 26

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 60

CANCELING FIRST REVISED PAGE NO. 60

RATE FPS - FIRM POOLING SERVICE (CONTINUED)

The Pool Administrator will be assigned firm transportation and firm storage capacity on a pro-rata basis. However, the Pool Administrator may elect, subject to the Company's approval, assignment on a non-discriminatory basis of other than a pro-rata allocation.

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(C) Indicates Change.

SUPPLEMENT NO. 13

TO GAS - PA. P.U.C. NO. 46

FIRST REVISED PAGE NO. 61

CANCELING ORIGINAL PAGE NO. 61

RATE FPS - FIRM POOLING SERVICE (CONTINUED)

Effective April 1, 2015, Capacity assignments will be structured as a zerocost release of capacity. The term of any release will commence the first day of customer's service month as determined pursuant to the customer sign-up procedures set forth in Rule 11.1 and will continue for the earlier of the annual review period (April 1), through the termination date of the current pipeline contract, or, in the event of early termination of the Pool Administrator's 12 month service agreement with the customer, through the last day of the calendar month in which the Pool Administrator ceases service to the customer on whose behalf the capacity had been assigned.

Any capacity acquired by Pool Administrator through non-renewal of capacity contracts by the Company must be assignable to Equitable or another pool administrator qualified by the Company to operate under this rate schedule. If the Pool Administrator had used capacity not assigned by the Company then the Pool Administrator agrees to reassign that capacity, including any gas held in storage, to the Company or another pool administrator, which those parties may, at their sole discretion, accept or reject.

Once storage capacity is assigned, the Pool Administrator is responsible for meeting all injection and withdrawal schedules required by the storage operator. If storage capacity is (a) assigned to a Pool Administrator, (b) returned by a Pool Administrator upon cessation of service to a customer, or (c) recalled from a Pool Administrator, with gas in place (i.e., with gas in storage) then the Company shall, as the case may be, either sell to the Pool Administrator gas in place at the Company's weighted average cost of storage gas ("Storage WACOG"), or purchase from the Pool Administrator gas in place at the lesser of the Company's Storage WACOG or at the Company's weighted average cost of gas purchased during the month.

Assignment of Other Supplies

The Company reserves the right to assign or sell other gas supplies that are under contract with the Company and used to satisfy its supplier of last resort obligation. To the extent that a FPS supplier receives an assignment of the Company's capacity it holds on Equitrans; the Company shall provide FPS suppliers with an option to purchase from the Company a pro-rata share of the firm gas supplies available to the Company under its gas supply agreement with EQT Energy, LLC. Such purchase shall also occur if the Company determines that, as a result of the migration from supply service provided by the Company to supply service provided by FPS suppliers, the amount of gas supplies under long term firm purchase contracts are in excess of the usage requirements of supplier of last resort ratepayers currently served by the Company.

Such gas shall be sold to the NGS as agent for the ratepayer of the NGS's Firm Pool. The sale shall be structured at the actual purchase cost of the supplies associated with firm purchase contracts. (C)Indicates Change.

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ISSUED: September 30, 2014 EFFECTIVE: October 1, 2014

SUPPLEMENT NO. 13 GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 61a

Supplies sold under this section shall be discontinued by the Company under the following conditions:

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- 1. The ratepayer on whose behalf the supplies have been sold is no longer served by the NGS; or
- 2. The NGS has failed to comply with terms and conditions set forth herein.

(C) Indicates Change.

ISSUED: September 30, 2014 EFFECTIVE: October 1, 2014

SUPPLEMENT NO. 26

GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 62

CANCELING FIRST REVISED PAGE NO. 62

RATE FPS - FIRM POOLING SERVICE (CONTINUED)

3.2 Monthly Capacity Assignment

Each month, the Company will assign capacity to each qualified Pool Administrator, on behalf of the FDS customers aggregated and signed-up, in accordance with the provisions contained in Rule 11.1 and Section 3.1, above, by the Pool Administrator during the preceding month. The amount of capacity to be assigned will be based on the peak design day consumption of the end use customers served by the Pool Administrator. The Company will evaluate the capacity assignments made to the Pool Administrator on behalf of the FDS customer monthly. To the extent that the evaluation so indicates the Company may revise the Pool Administrator's capacity assignment level.

3.3 Adding and Subtracting Customers

A Pool Administrator may add or remove customers monthly provided that a notice is received pursuant to Rule 11.1. The Pool Administrator's service to the customer will start or stop effective with the second bill issued following the date such additions, changes or deletions are submitted by the Pool Operator.

3.4 Contract Duration

The Pool Administrator's Firm Pooling Service contract with the Company shall be for a term of service of no less than twelve months. Notwithstanding any contract duration provision contained in a service agreement between the customer and the Pool Administrator, the Company may process any customer request to return to retail service or to transfer to a pool maintained by another pool administrator, and the Company assumes no liability for such action.

3.5 Load Forecasting

The Company will provide a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption of all the ratepayers in the pool. The Company will forecast the daily gas requirements of the Pool Administrator's FPS Pool and post those requirements electronically not later than two days prior to the Gas Day. The Company may revise the forecasted daily gas requirements not later than 24 hours prior to the Gas Day. The Company may issue OFOs consistent with the terms of this tariff and, as a result, may provide the Pool Operator with daily projections less than two days in advance.

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SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 63 CANCELING ORIGINAL PAGE NO. 63

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RATE FPS - FIRM POOLING SERVICE (CONTINUED)

3.6 Scheduling of Service

All transportation volumes received for Pool Administrator's account at transportation receipt points must be nominated to the Company in advance. Nominations must distinguish among (1) upstream pipeline firm transportation service assigned to the Pool Administrator and (2) contract storage assigned to the Pool Administrator.

3.7 Daily Gas Deliveries

ISSUED: June 8, 2015

The Pool Administrator must acquire an adequate supply of natural gas of a quality acceptable to the Company, including allowances for any retention required by upstream pipelines and the Company, and make, or cause to be made, arrangements by which such gas supply can be transported directly to the Company's city-gates. The Pool Administrator is required to deliver gas supplies to meet its estimated daily consumption.

Any difference between the estimated daily consumption and the gas delivered and confirmed that day on behalf of the Pool Administrator's account, plus pool-to-pool transfers, shall be Cashed-in or Cashed-out based on the following index.

Daily Index Price: Midpoint price published in <u>Platts, Gas Daily</u> publication, under the heading Appalachia, Dominion, South Point.

Daily Supply Excess: All volumes delivered in excess of the estimated daily consumption (a daily supply excess) will be subject to the following:

- (1) A daily supply excess will be cashedin at 85% of the midpoint Daily Index Price.
- (2) A daily supply excess will be Cashed-in at 85% of the midpoint price gas purchased by the Company on the day the excess occurs.

Daily Supply Shortfall: All volumes delivered below the estimated daily consumption (a daily supply shortfall) will be subject to the following:

- (1) A daily supply shortfall will be cashed-out at 115% of the midpoint Daily Index Price.
- (2) A daily supply shortfall will be Cashed-out at 125% of the midpoint price of gas on the day the shortfall occurs.

EFFECTIVE: September 4, 2015

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 FIRST REVISED PAGE NO. 64 CANCELING ORIGINAL PAGE NO. 64

RATE FPS - FIRM POOLING SERVICE (CONTINUED)

If the Pool Administrator fails to deliver quantities equal to the estimated dailyconsumption, the Company reserves the right, at its sole discretion, to recall or otherwise withdraw capacity rights assigned to the Pool Administrator upon a five (5) days written notice and terminate the Firm Pooling Service contract upon ten (10) days written notice to the Pool Administrator.

All customers receiving gas supply from a suspended Pool Administrator's pool must choose one of the following options: (1) return to an applicable sales service under this Tariff or (2) join another pool that is not affiliated with the suspended Pool Administrator.

3.8 Reconciliation of Monthly Volumes

The difference between projected monthly consumption volumes and actual calendar month pool consumption as adjusted for net unbilled volumes and any prior month billing corrections, shall be reconciled monthly. The cumulative difference shall be reconciled in the first full calendar month following its determination by adjusting the Pool Administrator's projected daily consumption volume on each day in the adjustment month by an amount equal to the cumulative difference divided by the number of days in the adjustment month or by other methods as made available by the Company including, but not limited to, selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer.

Section 3.9 Supplier Exiting System

Prior to exiting the Company's system a Pool Administrator must provide 60 days written notice to the Company and its customers. The pool administrator must return or reassign capacity in accordance with Section 3.1 of this rate schedule. If the pool administrator discontinues service or defaults prior to the expiration of its contract with the customer, the Company shall provide service to the customer at the applicable tariff sales rate commencing with the next billing cycle. The customer shall be charged the rate negotiated with the discontinuing or defaulting pool administrator for the remainder of the billing cycle. Any difference between the cost incurred by the Company and the amount payable by the retail gas customer shall be recovered from the pool administrator.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

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SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46

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FIRST REVISED PAGE NO. 65

CANCELLING ORIGINAL PAGE NO. 65

RATE GPS- GENERAL POOLING SERVICE

1. AVAILABILITY

Service under this rate schedule is available to anyone who aggregates 2 or more customers, who demonstrates to the Company's satisfaction that it has met the creditworthiness and fitness standards defined in the Rules and Regulations of this Tariff, and who has entered into a General Pooling Service Agreement with the Company. Unless otherwise agreed to by the Company, a Pool Operator that operates a FPS and a GPS pool must serve its Priority-One customers, as defined in Rule 7.1 of the Rules and Regulations of this tariff, in its FPS pool and serve its non-priority one customers in its GPS pool. A Pool Operator that does not operate a FPS pool may serve Priority One ratepayers, as defined in Rule 7.1 of the Rules and Regulations of this tariff, through its GPS pool unless the annual aggregate consumption of such customers does not exceed 30,000 MCF annually.

2. TYPE OF SERVICE

This is a customer aggregation service whereby a creditworthy third party, the Pool Administrator, takes assignment on behalf of a GDS customer of the customer's nomination and balancing responsibilities and, under separate contractual agreement with the Company, aggregates the customer's gas deliveries and consumption with those of other GDS customers for the purposes of calculating imbalances on the Company's system.

3. SERVICE CONDITIONS

3.1 Scheduling of Service

All transportation volumes received for Pool Administrator's account at transportation receipt points will be nominated to the Company in advance. Subject to permitted inter-pool transfers, each end use customer of the Pool Administrator's GPS Pool must have all of its natural gas consumption over the entire Customer billing cycle supplied by Pool volumes nominated by the Pool Administrator.

3.2 Daily Gas Deliveries and Balancing

The Pool Administrator shall pay all applicable penalties that are set forth in the Company's tariff. The Company will provide a daily projection of the amount of gas to be delivered to the Company to satisfy the consumption of customers served by the pool. This projection will be based on the estimated monthly usage of the customers served by the pool divided by the number of days in the month. For the purposes of determining daily imbalances of the transportation pool, the Company will use the BTU conversion factor utilized in the Company's most recent 1307(f) proceeding. All transportation pools served under this Rate Schedule shall be subject to the following daily balancing provisions.

(1) A daily imbalance will exist when a difference exists between the total daily projected consumption volume and the daily available supply volumes, during periods in which no OFOs have been issued.

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RATE GPS- GENERAL POOLING SERVICE (CONTINUED)

3.2 Daily Gas Deliveries and Balancing (Continued)

(2) Any daily excess or shortfall in a Pool's gas supply shall be purchased by the Company from the Pool Administrator (Cash-In) or purchased by the Pool Administrator from the Company (Cash-Out) at the following prices:

(a) Cash-In Price: The price paid by the Company for a Pool Administrator's supply excess shall be equal to eighty-five percent (85%) of the Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the excess occurs.

(b) Cash-Out Price: The price paid by the Pool Administrator to satisfy its supply shortfall shall be equal to one hundred fifteen percent (115%) of the Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the shortfall occurs.

3.3 Reconciliation of Monthly Volumes

The difference between projected monthly consumption supply and actual calendar month pool consumption as adjusted for net unbilled volumes and any prior month billing corrections, shall be reconciled monthly. The difference shall be reconciled in the next calendar month following its determination by adjusting the Pool Administrator's projected daily consumption volume on each day in the adjustment month by an amount equal to the cumulative difference divided by the number of days in the adjustment month or by other methods as made available by the Company including, but not limited to, selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer.

3.4 Nominations and Reconciliation of Local Gas Volumes

No later than five days prior to the end of each month, the Company will set a Gross Production Projection (GPP) nomination for the following month. The initial GPP nomination shall be based on recent available production data but may be subject to adjustment by the Company to reflect known and anticipated production changes provided by the Pool Operator. The confirmed volumes will be used for reconciling local gas nominations and actual production. Confirmed GPP nominations will be credited to the Pool Operator's account on the date specified in the Pool Operator's nomination. When actual local gas volumes delivered to the Company are known, any discrepancies between actual and nominated local gas volumes will be reconciled in the first full calendar month following the determination of actual local gas volumes by adjusting the Pool Operator's monthly available volumes. The volume discrepancy between the actual produced local gas volumes and the nominated local gas volumes will be reconciled in the adjustment month by adjusting the Pool Operator's monthly available volume in the adjustment month by an amount equal to the volumetric discrepancy.

3.5 Contract Duration

The Pool Administrator's General Pooling Service contract with the Company shall be for a term of service of no less than twelve months. Notwithstanding any contract duration provision contained in a service agreement between the customer and the Pool Administrator, the Company may process any customer request to return to retail service or to transfer to a pool maintained by another pool administrator, and the Company assumes no liability for such action.

ISSUED: June 8, 2015 EFFECTIVE: September 4, 2015

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CANCELLING ORIGINAL PAGE NO. 67

RATE GPS- GENERAL POOLING SERVICE (CONTINUED)

4. OTHER

During a calendar month, a Pool Administrator may trade deliveries between pools to assist in mitigating pool imbalances.

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 67A

RATE LGA - LOCAL GAS AGGREGATION SERVICE

1. Availability

Service under this rate schedule is available to any aggregator who has entered into a Local Gas Aggregation Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements.

The locally produced gas nominated out of the Local Gas Aggregation Pool will be balanced monthly with actual production delivered into the Company's system.

2. Points of Receipt

The points of receipt for local gas aggregation shall be those metering stations identified by the Aggregator in its agreement with the Company or any other designated point where gas is delivered into the Company's system. The Aggregator will pay for any investment costs required to receive gas into the Company's system at agreed-upon transportation gas receipt points. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.

3. Nominations and Reconciliation of Local Gas Volumes

No later than five days prior to the end of each month, the Company will set a Gross Production Projection (GPP) nomination for the following month. The initial GPP nomination shall be based on recent available production data but may be subject to adjustment by the Company to reflect known and anticipated production changes provided (within 2 days) by the aggregator and confirmed by the Company. The confirmed volumes will be used for reconciling local gas nominations and actual production. Confirmed GPP nominations will be credited to the aggregator's account on the date specified in the aggregator's nomination. When actual local gas volumes delivered to the Company are known, any discrepancies between actual and nominated local gas volumes will be reconciled in the first full calendar month following the determination of actual local gas volumes by adjusting the aggregator's monthly available volumes. The volume discrepancy between the actual produced local gas volumes and the nominated local gas volumes will be reconciled in the adjustment month by adjusting the Pool Operator's monthly available volume in the adjustment month by an amount equal to the volumetric discrepancy.

4. Aggregation Balancing

Volumes nominated into a Local Gas Aggregation Pool shall equal the volumes delivered out of the Local Gas Aggregation Pool. Aggregators will not be permitted to deliver more gas out of the pool than is nominated into the pool in any given month. If volumes nominated into a Local Gas Aggregation Pool are greater than volumes delivered out of the Local Gas Aggregation Pool, those volumes shall be sold to the Company at a price using the first of the month IFERC DTI Appalachia Index, multiplied by 85%.

SUPPLEMENT NO. 26 TO GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 67B

5. Procedures When a Local Gas Aggregator Exits the System

Balancing of local supplies for the exiting aggregator's final month of service shall be performed in accordance with the "Monthly Balancing" provisions under Rate GPS. No imbalance price multipliers will be applied.

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STANDBY SERVICE

Firm Standby Service is mandatory for essential human needs customers served under any delivery service except where the customer has Alternate Fuel Capability, or the customer has received an assignment of Company's upstream pipeline capacity. Firm Standby Service is optional for other customers upon request. For a customer who does not receive Firm Standby Service, daily consumption in excess of daily deliveries on customer's behalf, in excess of customer's Maximum Daily Firm Requirement (MDFR) or in excess of a customer's Maximum Daily Quantity (MDQ) is interruptible.

Firm Standby Service is available pursuant to the following terms and conditions and subject to availability of sufficient gas supply and system capacity.

1. Customers who require natural gas service through a single meter of 20,000 Mcf or more annually:

Customers who desire Firm Standby Service must also nominate a MDFR for the entire year. MDFR nominations must be specified in the customer's service agreement.

The MDFR nominations must be at a level which is reasonably sufficient to meet the customer's peak winter season demand. The Company reserves the right to require revisions to nominations which it has determined are insufficient. The Company at its discretion may allow customers to nominate MDFRs which are below anticipated winter season peak demands and in such cases may require separate piping and/or metering to segregate the customer's firm and interruptible loads and may require the customer to reimburse the Company for any cost incurred in making the necessary modifications.

2. Customers who require annual natural gas service through a single meter of less than 20,000 Mcf:

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 13
TO GAS - PA. P.U.C. NO. 46
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CANCELING ORIGINAL PAGE NO. 69

STANDBY SERVICE - (CONTINUED)

Customers receiving Firm Standby Service shall pay a Standby Reservation charge as described below.

Monthly Reservation Charges (charged each month of the year):

Large Volume Customers

Customers who require natural gas service through a single meter for 20,000 Mcf annually or more:

\$10.51 per Mcf of MDFR (I)

Customers who require annual natural gas service of less than 20,000 Mcf:

\$0.73 per Mcf of throughput (I)

The Reservation charges shall be redetermined annually during the course of the Company's 1307(f) proceeding. The Standby rate will be determined to provide a credit to Rider A gas costs associated with the capacity utilized to provide firm standby services to transportation customers. This credit amount shall be credited to Purchased Gas Cost for the purpose of determining the "E" factor.

A customer may discontinue Firm Standby Service, if the Company, in its sole discretion, can obtain any decrease in its transportation and storage entitlements or any combination thereof required to accommodate such transfer from Standby service and the customer provides written notice to the Company at least twelve months prior to the expiration date of the customer's Service Agreement. The Company retains the right to waive this charge, in whole or in part, for customers with competitive options.

(I) Indicates Increase.

ISSUED: September 30, 2014 EFFECTIVE: October 1, 2014

SUPPLEMENT NO. 58
TO GAS - PA. P.U.C. NO. 46
FIFTH REVISED PAGE NO. 70

CANCELING FOURTH REVISED PAGE NO. 70

STATE TAX ADJUSTMENT SURCHARGE

There shall be added to or subtracted from each gas bill, under tariff rate schedules RS, GSS, GSL, FDS, GDS, DDS, and GL, (0.96)% of the bills as otherwise computed in accordance with the Company's tariff.

The above surcharge will be recomputed, using the elements prescribed by the Commission in accordance with the Commission's State Tax Adjustment Procedure at 52 Pa. Code Section 69.51 et seq.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions such recomputation. If the recomputed surcharge is less than the one in effect, the Company will, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing. If the recomputed surcharge is more than the one then in effect the Company may submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

(I) Indicates Increase.

ISSUED: March 30, 2018 EFFECTIVE: April 10, 2018

SUPPLEMENT NO. 32
TO GAS - PA. P.U.C. NO. 46
FIRST REVISED PAGE NO. 71
CANCELING ORIGINAL PAGE NO. 71

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RIDER A

PURCHASED GAS COST

I. Provision for Purchased Gas Cost

The Purchased Gas Cost (PGC) is the rate determined pursuant to Section 1307(f) of the Public Utility Code for recovery of natural gas costs and shall be included in Rate Schedules RS, GSS, and GSL of this Tariff (PGC Rate Schedules) as explained here and after.

II. Computation and Application of Purchased Gas Cost (PGC) The PGC shall be computed to the nearest one cent (\$0.01) in accordance with the formula set forth below:

$$PGC = \underbrace{C - E}_{S}$$

The PGC rate shall be redetermined annually and will go into effect Oct 1 of each year. Thereafter, the Company may make quarterly filings on January 1, April 1 and July 1, effective on one day's notice, and upon determination that the effective rate will result in more than a \pm 1 change in the PGC rate.

The quarterly revisions may reflect adjustments to the "C" factor for more current projected commodity costs of purchased gas for the periods remaining until Oct 1 of each year and a reconciliation and adjustment for the over or under collection of natural gas supply costs from the three month period ending one month prior to the quarterly filing date applied to the projected annual Mcf sales of gas in the computation year of the Company's most recent annual proceeding.

The "E" factor may be adjusted for variations in actual volumes of gas compared to the projected volumes of gas based on the Company's most recent annual proceeding.

In addition to the applicable PGC rates as calculated above, an AVC Capacity Charge shall be separately calculated as shown on page 73B.

III. <u>Definitions</u>

"PGC" -- purchased gas cost determined to the nearest one cent (\$0.01) comprised of a "C" factor and an "E" factor. The C factor is the natural gas supply charge included in the PGC Rate Schedules. The E factor is included in the natural gas delivery charge in the PGC Rate Schedules except for those customers returning from Delivery Service Rate Schedules in accordance with Rider B.

"C-Factor" -- a number of dollars, determined as follows: (a) for all types of "Purchased Gas," project the cost for each purchase (adjusted for net current gas stored) for the computation year plus (b) the arithmetical sum of (1) the projected book value of noncurrent gas at the beginning of the computation year minus (2) the projected book value of noncurrent gas at the end of the computation year. The C factor is C divided by S.

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

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CANCELING NINETEENTH REVISED PAGE NO. 72

RIDER A - (Continued)

"E-Factor" -- Net over collection or under collection of the cost of purchased gas including interest, for the period beginning with the month following the last month of the historic reconciliation included in the previous PGC and ending with the month preceding the effective date of the new PGC. The E factor is E divided by S.

The "E" factor shall also provide for refund or recovery of amounts necessary to adjust for differences between actual over and under collections and estimated over and under collections included in the "E" factor of the previous PGC.

Interest shall be computed at the appropriate rate as provided for in Section 1307(f) of the Public Utility Code from the month the over or under collection occurs to the effective month such over collection is refunded or such under collection is recouped.

Supplier refunds received applicable to PGC Rate Schedules will be included in the calculation of "E" with interest added at the annual rate of six percentum (6 percent) calculated in accordance with the foregoing procedure beginning with the months such refund is received by the Company.

For the purpose of computing monthly over and undercollections to be reflected in "E" a Standby Service credit, as well as a Balancing credit will be deducted from Purchased Gas Cost.

"S" -- projected Mcf of gas to be billed under PGC Rate Schedules during the computation year.

"Purchased Gas" -- the volume of gas projected to be purchased by the Company and delivered to customers under PGC Rate Schedules, plus such portion of the company-used and unaccounted-for-gas as the Commission permits, including, but not limited to, natural gas, liquefied natural gas, synthetic gas, liquefied propane and naphtha.

"The Current PGC" -- is \$4.8446 per Mcf, comprised of a C factor of \$4.8818 (I),(I) and an E factor of (\$0.0372) and AVC Capacity Charges as shown on page 73B.(I)

"Computation Year" -- the projected year during which the PGC will be in effect.

The application of the purchased gas cost shall be subject to continuous review and to audit by the Commission at such intervals as the Commission shall determine. The Commission shall continuously review the reasonableness and lawfulness of the amounts of the charges produced by the purchased gas cost and the charges included herein.

(I) Indicates Increase.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

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NINTH REVISED PAGE NO. 73

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RIDER A - (Continued)

If from such audit it shall be determined, by final order entered after notice and hearing, that this clause has been erroneously or improperly utilized, the Company will rectify such error or impropriety, and in accordance with the terms of the order apply credits against future purchased gas adjustments for such revenues as shall have been erroneously or improperly collected. The Commission's order shall be subject to the right of appeal.

(C)

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

SUPPLEMENT NO. 32 TO GAS - PA. P.U.C. NO. 46 ORIGINAL PAGE NO. 73A

Rider A (Continued)

AVC Capacity Charge

(C)

The AVC Capacity Charge is applicable to all ratepayers with the exceptions defined below under Discounted Rate Customers and relates to the recovery of capacity costs incurred by Peoples Natural Gas Company ("Peoples") for firm transportation and storage service provided on the Equitrans Allegheny Valley Connector ("AVC") system.

The AVC Capacity Charge shall recover fixed demand charges and applicable surcharges assessed to Peoples under the FERC Gas Tariff for firm transportation and storage services on the AVC System. The AVC Capacity Charge shall be adjusted to reflect ongoing changes in charges assessed to Peoples. The AVC Capacity Charge shall not recover fixed demand charges related to storage capacity on the AVC system that is released to and paid for by Rate GDS - General Delivery Service ratepayers or suppliers. Applicable volumetric and fuel charges for service on the AVC System shall not be recovered through the AVC charge and such charges shall be paid for by the shipper utilizing the AVC capacity.

Rates

Refer to page 73B for the currently effective AVC Capacity Charge rates.

These rates will be recalculated on a quarterly basis in conjunction with the other Rider B costs and reported on as applicable in the quarterly and annual filings as required in the regulations implementing Section 1307(f) of the Public Utility Code. The rates shall be calculated by customer class based on the results of the allocation factors set forth below and applicable billing determinants for each class.

Allocation of AVC Capacity Costs

The fixed demand and applicable surcharges assessed to the Company for services on the AVC system shall be allocated to customer classes based on the following factors.

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

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Rider A (Continued)

AVC Capacity Charge

The AVC Capacity Charges allocation factors and rates are as follows:

Rate and Customer Class	Allocation	Rate
Rate RS and Rate FDS	66.25%	\$0.6225 (D)
Rate GSS and Rate GDS (0 to 999 Mcf/yr)	11.94%	\$0.5745 (D)
Rate GSL and Rate GDS (1,000 to 24,999 Mcf/yr)	12.99%	\$0.3750 (D)
Rate GSL and Rate GDS (greater than 25,000 Mcf/yr)	8.82%	\$0.2151 (I)

The Company will review the appropriateness of the AVC Capacity Charge allocation factors on an annual basis and such factors will be subject to review in the Company's 1307(f) gas cost proceeding.

Annual Reconciliation

The AVC Capacity Charge costs will be subject to over/under collection tracking and reconciled annually.

<u>Discounted Rate Customers</u>

To the extent permitted under the customer's discounted rate contract, the Company will recover AVC charges from such customers.

- (I) Indicates Increase.
- (D) Indicates Decrease.

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

SUPPLEMENT NO. 64

TO GAS - PA. P.U.C. NO. 46

THIRTEENTH REVISED PAGE NO. 74

CANCELING TWELFTH REVISED PAGE NO. 74

RIDER - SUPPLIER CHOICE

This Rider has been established to recover costs associated with Supplier Choice. The initial filing includes costs related to implementation and administration of the Account Number Access Mechanism per the Commission's Final Order at Docket No. M-2015-2468991 entered June 30, 2016 and costs associated with the implementation and administration of the Supplier Bill in accordance the Commission's Final Order entered August 20, 2015 at Docket No. M-2015-2474802.

The charges assessed per this rider shall be assessed to ratepayers served under rate schedules Residential, GSS- General Service Small, Residential- Transport, and GDS- General Delivery Service up to 1,000 Mcf annually. Charges assessed per this rider shall not be applicable to ratepayers served in the Company's CAP or Pilot E-CAP (E-CAP) program.

The Company shall provide a reconciliation of actual costs with actual revenues recovered under Rider - Supplier Choice for the twelve month period ended August 31. The rate will be adjusted annually for the resulting over/undercollection to be effective October 1.

Application of the Supplier Choice Charge shall be subject to review and audit by the Commission at intervals that it shall determine. The Commission shall review the level of charges produced by the Supplier Choice Charge and the costs included therein.

No interest shall be included in the Supplier Choice Charge.

The Supplier Choice Rider shall become effective upon Commission approval and shall remain in effect until otherwise directed by the Commission and until the final reconciliation statement is approved and charges fully recovered.

Supplier Choice Charge per Month \$0.0001 (D)

(D) Indicates Decrease.

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

SUPPLEMENT NO. 67

TO GAS - PA. P.U.C. NO. 46

TWENTY-SEVENTH REVISED PAGE NO. 75

CANCELING TWENTY-SIXTH REVISED PAGE NO. 75

RIDER D

UNIVERSAL SERVICE AND ENERGY CONSERVATION

- I. This rider provides a method of recovery of costs associated with the Company's Universal Service and Energy Conservation programs.
- II. This Rider shall be applicable to Rate RS, and residential customers receiving service under rate FDS except customers enrolled in the CAP or Pilot E-CAP. The rate will be adjusted quarterly and filed with the Company's quarterly gas cost filings to be effective one (1) day after filing.
- III. Rate: \$0.2904 per Mcf (I)

Each PGC quarter, Rider D shall be calculated to recover costs related to the Company's Universal Service Programs for low-income residential priority customers, plus CAP administrative costs and Universal Service call management costs in excess of \$168,000. Cost offsets will be applied as a credit to the quarterly calculation as follows: Equitable will recognize universal service cost offsets when the base level of CAP shortfall (\$23,836,467) and CAP arrearages (\$780,397) which is \$24,616,864 in the aggregate, and CAP participation of 20,335 CAP customers are both exceeded. The CAP offset will be determined using 12% of the average CAP credit attributable to CAP and Pilot E-CAP customers in excess of 20,335. These offsets will be applied if necessary as a credit to Rider D on a quarterly adjustment basis.

Total CAP costs will be calculated as follows: The average annual usage of current CAP and Pilot E-CAP customers and projected CAP additions will be multiplied by the projected quarterly residential sales rate plus applicable monthly meter charges for current and additional CAP and Pilot E-CAP customers, less projected average CAP and Pilot E-CAP customer payments and average LIHEAP grants, plus LIURP costs, plus CAP and Pilot E-CAP arrearages, plus CAP administrative costs in excess of \$168,000. Appropriate cost offsets will then be credited if necessary. The net result will be divided by projected non-CAP residential throughput.

- IV. Annual Reconciliation: Each year, actual total CAP costs, less appropriate cost offsets, will be reconciled with actual total CAP recoveries. The reconciliation period will be from September 1st through August 31st. An annual reconciliation statement will be filed by September 30th in accordance with 66 Pa. C.S. §1307(e). Any over/under recoveries of CAP costs will be reflected in the determination of the new Rider D rate effective one (1) day after filing on October 1 of each year.
- (I) Indicates Increase.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 65
TO GAS - PA. P.U.C. NO. 46
SECOND REVISED PAGE NO. 75A
CANCELING FIRST REVISED PAGE NO. 75A

(C)

RIDER D

UNIVERSAL SERVICE AND ENERGY CONSERVATION (CONT.)

V. CAP Plus: LIHEAP receipts for customers participating in the CAP or E-CAP program for the previous LIHEAP heating season will be divided by the total of (1) current active CAP and ECAP participants; and (2) the projected average number of CAP and E-CAP participants to be added for the projected quarter to arrive at a CAP Plus amount. The calculated CAP Plus amount, up to a maximum of \$5 per month, will be added to the calculated monthly CAP or E-CAP payment for all participating CAP customers.

(C) Indicates Change.

ISSUED: November 9, 2018 EFFECTIVE: November 10, 2018

SUPPLEMENT NO. 60 TO GAS - PA. P.U.C. NO. 46

THIRTEENTH REVISED PAGE NO. 76

CANCELING TWELFTH REVISED PAGE NO. 76

RIDER E

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 5.00% will apply consistent with the Commission Order dated July (I) 16, 2013 at Docket No. P-2013-2342745, approving the DSIC.

1. General Description

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

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

- B. Eligible Property: The DSIC-eligible property will consist of the following:
 - Piping (account376);
 - Couplings (account 376);
 - Gas services lines (account 380) and insulated and non-insulated fittings (account 378);
 - Valves (account 376);
 - Excess flow valves (account 376);
 - Risers (account 376);
 - Meter bars (account 382);
 - Meters (account 334, 369, 381);
 - Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities;
 - Other related capitalized costs (accounts 303,387,391.02 and 392);
 - Field Lines (account 332); and
 - Transmission Lines (account 367).
 - C. Effective Date: The DSIC will become effective for bills rendered on or after October 1, 2013.
 - (I) Indicates Increase.
 - (C) Indicates Change.

ISSUED: June 21, 2018 EFFECTIVE: July 1, 2018

RIDER E - DSIC (Continued)

2. Computation of the DSIC

A. Calculation: The initial DSIC, effective for bills rendered on or after October 1, 2013, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service between June 1, 2013 and August 31, 2013. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

<u>Effective Date</u> <u>of Change</u>	Date to which DSIC-Eliqible Plant Additions Reflected
April 1	December 1 - February 28/29
July 1	March 1 - May 31
October 1	June 1 - August 31
January 1	September 1 - November 30

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

ISSUED: December 17, 2013 EFFECTIVE: December 18, 2013

SUPPLEMENT NO. 43

(C)

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CANCELLING FIRST REVISED PAGE NO. 78

RIDER E - DSIC (Continued)

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

D. $\ \ \,$ Formula: The formula for calculation of the DSIC is as follows:

DSIC = $(\underline{DSI * PTRR}) + \underline{Dep + S} + \underline{e}$ \underline{PQR} \underline{PQR}

Where:

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

PTRR = Pre-tax return rate applicable to DSICeligible property.

Dep = Depreciation expense related to DSIC-

eligible property.

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

S = Synergy fees/(revenues); cost assessed (revenue received) for serving customers of another legal entity approved at G-2014-2448803.

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

service period.

Quarterly revenues will be determined on the basis of one fourth of projected annual revenues.

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

SUPPLEMENT NO. 43

(C)

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CANCELING SECOND REVISED PAGE NO. 79

RIDER E - DSIC (Continued)

4. Customer Safeguards

A.Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.

B.Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq., shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC, including Synergy fees received, for the reconciliation period will be compared to the Company's eligible costs, including Synergy fees paid, for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection.

C.New Base Rates: The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.

D.Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.

E.All customer classes: The DSIC shall be applied equally to customer classes, except that the Company may reduce or eliminate Ri to any customers with competitive alternatives who are paying flexed or discounted rates and customers having negotiated contracts with the Company, if it is reasonably necessary to do so.

F.Earning Reports: The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Company would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The utility shall file a tariff supplement implementing the reset to zero due to overearning on one-day's notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.

G.Residual E-Factor Recovery Upon Reset to Zero: The utility shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any overcollection to customers and is entitled to recover any undercollections as set forth in Section 4.B. Once the utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

(C) Indicates Change.

SUPPLEMENT NO. 67

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TWENTY-FIRST REVISED PAGE NO. 80

CANCELING TWENTIETH REVISED PAGE NO. 80

RIDER F

MERCHANT FUNCTION CHARGE (MFC)

The Merchant Function Charge (MFC) shall be added to the gas cost charges applicable under rate schedules Rate RS, Rate FDS, Rate GSS and GSL. The gas costs charges include the Capacity Charge, Gas Cost Adjustment Charge and Commodity Charge.

The MFC shall be updated quarterly effective with each 1307(f) rate change. The write-off factor used to calculate the quarterly MCF shall only be determined in a base rate case filing.

For residential customers receiving service under Rate RS and Rate FDS, the MFC shall equal the write-off factor of 2.596% times the gas cost charges as set forth in Peoples' Equitable Division Rider A and Rider B. The current MFC applicable to Rate RS customers is:

Capacity Charge per Mcf	\$0.0258	(D)
Gas Cost Adjustment Charge per Mcf	(\$0.0010)	(I)
Commodity Charge per Mcf	\$0.1009	(I)
Total MFC per Mcf	\$0.1257	(I)

For Small, Medium, and Large General Service customers receiving service under Rate GSS and GSL, the MFC shall equal the write-off factor of 0.661% times the gas cost charges as set forth in Peoples' Equitable Division Rider A and Rider B. The current MFC applicable to these ratepayers is:

Capacity Charge per Mcf	\$0.0066	(D)
Gas Cost Adjustment Charge per Mcf	(\$0.0002)	(I)
Commodity Charge per Mcf	\$0.0257	(I)
Total MFC per Mcf	\$0.0321	(I)

- (D) Indicates Decrease.
- (I) Indicates Increase.

ISSUED: December 31, 2018 EFFECTIVE: January 1, 2019

SUPPLEMENT NO. 32

TO GAS - PA. P.U.C. NO. 46

SECOND REVISED PAGE NO. 81

CANCELLING ORIGINAL PAGE NO. 81

RIDER G GAS PROCUREMENT CHARGE

(C)

For bill presentment purposes, the Gas Procurement Charge (GPC) shall be added to the Commodity Gas Cost Charge applicable to sales rate schedules Rate RS, Rate SGS, Rate MGS, Rate LGS and any other applicable sales service rate schedule under this tariff.

Recoverable Costs

The GPC shall include gas procurement costs incurred by the Company solely on behalf of its sales service customers. The GPC shall exclude any costs recovered through Rider B - 1307(f) gas cost recovery mechanism. The GPC shall exclude any gas procurement costs incurred by the Company in support of transportation or shopping customers or programs.

Recalculation of the GPC

The costs to be included in the GPC shall be calculated in accordance with Commission regulations and shall be determined and updated in each base rate case filed by the Company. The GPC shall not be subject to reconciliation for any prior-period or over-or-under collections.

GPC Charge per Mcf \$0.1055/Mcf

(D)

ISSUED: September 30, 2015 EFFECTIVE: October 1, 2015

SUPPLEMENT NO. 64

TO GAS - PA. P.U.C. NO. 46

FIRST REVISED PAGE NO. 82

CANCELLING ORIGINAL PAGE NO. 82

RATE AGS - APPALACHIAN GATHERING SERVICE

APPLICABILITY

These rates shall be applicable throughout the territory served by the Company.

AVAILABILITY

Service under this rate schedule is available to any party desiring to transport gas through the gathering system as well as to deliver gas directly into the Company's distribution system, provided that there exists: (1) a gas purchase agreement with the Company or an executed Rate AGS Service Agreement; and (2) compliance with the provisions of this Rate Schedule and with all other provisions of this Tariff.

RATES

All volumes of gas received at any point under this service will be subject to a gathering rate (billed in dekatherms) and a retainage rate with a minimum of 2%. All rates for this service shall be determined by negotiation.

(C)

SURCHARGES AND RIDERS

Customers served under this rate schedule are subject to Rider E Distribution System Improvement Charge (DSIC) except that the DSIC rate may be reduced or eliminated for any customer with competitive alternatives or negotiated contracts.

TERM

The term for service shall be a minimum of one (1) year from the commencement of deliveries of gas supplies.

CHARACTER OF SERVICE

Equitable's only obligation under this Rate Schedule shall be to receive gas from any Appalachian receipt point and to permit that gas to flow against the existing pressure in Equitable's facilities. Equitable shall not be obligated to lower such line pressure by compression or otherwise to accommodate receipts from local Appalachian producers under this Rate Schedule.

Service under this Rate Schedule shall be subject to Operational Flow Orders pursuant to Section 11.13 of the Rules and Regulations of this Tariff. Nothing in this Rate Schedule shall limit Equitable's right to interrupt service or to take other action as may be required to alleviate conditions which threaten the integrity of its system.

(C)Indicates Change

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

SUPPLEMENT NO. 44

TO GAS - PA. P.U.C. NO. 46

THIRD REVISED PAGE NO. 83

CANCELLING SECOND REVISED PAGE NO. 83

<u>RATE MLX</u> MAINLINE EXPANSION SERVICE (C)

The Company, at its discretion, may offer service under this rider to a residential or commercial Applicant or group of Applicants who require extension of the Company's facilities to serve the Applicant(s) under Rule 1.2 of the Rules and Regulations Section of this tariff. This Rate provides the Applicant(s) with an option to pay a delivery rate set by the Company from the delivery rate tiers below in lieu of providing a contribution in aid of construction ("CIAC") determined in accordance with Rule 1.2 using rates RS or GSS. All applicants at the time of construction as well as any future applicants serviced by a facility extended under this rate will pay the same rate as the original applicants. Future extensions of mainline from a previous Rate MLX project will be evaluated separately and assigned the greater of the MLX rate for the existing project or the MLX tier that will justify the project under Rule 1.2 on a standalone basis.

This Rider is established as a Pilot and will close for new participation five years after this rate is approved by the Commission.

Residential and Commercial Customers MLX Delivery Charge

The charges under this Rate will include the otherwise applicable RS or GSS customer charge and riders. Only the delivery rate will differ as is shown below.

Pilot Rate MLX delivery rates will be applied for each Mcf of gas used. The applicable rate will be selected from one of the tiers below for the entire extension. The Company will select the rate tier based on the minimum delivery rate required to cover the investment costs in accordance with Rule 1.2.

MLX Rate Tier	Re	sidential	Commercia					
	•	0.70	•	F 40				
1	\$	6.79	\$	5.10				
2	\$	7.23	\$	5.54				
3	\$	7.67	\$	5.98				
4	\$	8.11	\$	6.42				
5	\$	8.55	\$	6.86				
6	\$	8.99	\$	7.30				
7	\$	9.43	\$	7.74				
8	\$	9.87	\$	8.18				
9	\$	10.31	\$	8.62				

(C) Indicates Change.

ISSUED: November 14, 2016 EFFECTIVE: November 15, 2016

SUPPLEMENT NO. 44

TO GAS - PA. P.U.C. NO. 46

THIRD REVISED PAGE NO. 84

CANCELING SECOND REVISED PAGE NO. 84

and FIRST REVISED PAGE NO. 84A

RATE MLX MAINLINE EXPANSION SERVICE (C)

Customer Service Line Costs

The rate chosen by the Company will include the cost of the customer's service line (curb to meter). The customer will maintain ownership, and maintenance of, the curb to meter portion of the service line thereafter.

For customers tapping into a Pilot Rate MLX project after the initial construction, the cost of the curb to meter portion of the service line will be limited to the average cost of curb to meter installations for customers who were connected at the time of the mainline installation paid by the Company.

(C) Indicates Change.

ISSUED: November 14, 2016 EFFECTIVE: November 15, 2016

SUPPLEMENT NO. 66

(D)

TO GAS - PA. P.U.C. NO. 46

FIRST REVISED PAGE NO. 85

CANCELLING ORIGINAL PAGE NO. 85

Rider TCJA - TCJA TEMPORARY SURCHARGE

To implement the effects of the Tax Cuts and Jobs Act (TCJA), on March 15, 2018 the Pennsylvania Public Utility Commission (Commission) issued a Temporary Rates Order at Docket No. M-2018-2641242 directing the utility to file its current base rates and riders as temporary rates, pursuant to Section 1310(d) of the Public Utility Code. 66 Pa. C.S. § 1310(d). Subsequently, on May 17, 2018 and June 14, 2018, the Commission entered Orders superseding the March 15,2018 Temporary Rates Order directing the utility to establish temporary rates as follows:

A negative surcharge of 7.4932% will apply as a credit for intrastate service to all customer bills rendered on and after January 1, 2019. This negative surcharge will be distributed equally among the utility's various customer classes, exclusive of STAS and automatic adjustment clause revenues.

This negative surcharge will be reconciled at the end of each calendar year and will remain in place until the utility files and the Commission approves new base rates for the utility pursuant to Section 1308(d) that include the effects of the TCJA tax rate changes.

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

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

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

(D) - Indicated Decrease

ISSUED: November 30, 2018 EFFECTIVE: January 1, 2019

Original Tariff Gas—PA PUC No. 47 Cancels and Supersedes Tariff Gas – PA PUC No. 45 and 46

PEOPLES NATURAL GAS COMPANY LLC

RATES AND RULES
GOVERNING THE
FURNISHING OF
NATURAL GAS SERVICE
TO RETAIL
GAS CUSTOMERS

ISSUED: January 28, 2019

BY: Morgan K. O'Brien

President

375 North Shore Drive Pittsburgh, PA 15212

EFFECTIVE: March 29, 2019

NOTICE

This tariff combines Tariff Gas – PA PUC No. 45 for the Peoples Division and Tariff Gas – PA PUC No. 46 for the Equitable Division. Upon approval of this Tariff Gas – PA PUC No. 47, all Peoples Natural Gas customers (including the former Peoples and Equitable Divisions) will be subject to the rates and rules set forth herein.

This tariff makes changes to existing rates. (See page 2)

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 2

LIST OF CHANGES

Page	Page Description	Revision Description
2, 2A, 2B	List of Changes	List of Changes
3, 4	Summary of Rates	Summary of prices for each rate schedule and rider updated.
3A, 4A	Summary of Rates	Pages removed; no longer needed.
5	Table of Contents	"Ratepayer" changed to "Customer". Rate GL added from Equitable Division tariff. Rider names updated.
6	Definitions of Terms	Applicant definition updated. "Ratepayer" changed to "Customer". "Customer" definition added.
7	Definitions of Terms	"Ratepayer" changed to "Customer". "Ratepayer" definition removed.
8	Classification of Customers	"Ratepayer" changed to "Customer". Definition of residential, commercial, and industrial customer modified.
9	Classification of Customers	"Ratepayer" changed to "Customer".
10	Rates Available Under This Tariff	"Ratepayer" changed to "Customer". Rate GL added from Equitable tariff.
11	Description of Territory	Additional cities/boroughs and townships included.
12	Description of Territory	Additional boroughs and townships included.
14	Description of Territory	Additional boroughs and townships included.
15	Description of Territory	Additional townships included.
16	Description of Territory	Additional cities/boroughs and townships included.
16A	Description of Territory	Additional townships included.
17	Rules and Regulations	Additional language added for conditions of furnishing service to customers. "Ratepayer" changed to "Customer". Transfer fees and connect fees eliminated.
18	Rules and Regulations	Moved cash deposit language into part b. "Ratepayer" changed to "Customer".
19	Rules and Regulations	"Ratepayer" changed to "Customer". Calculation of interest rate for commercial and industrial deposits modified to match residential calculation. Additional descriptive language added for cases where Applicant cannot furnish a cash deposit.
20	Rules and Regulations	Modified language for connection of service. Meter installation specifications from Equitable tariff included. Residential main allowance added.
20A	Rules and Regulations	New Page Added
21	Rules and Regulations	"Ratepayer" changed to "Customer". Turn-on fees updated. Winterizing and collection language added.
22	Rules and Regulations	Non-liability language added. "Ratepayer" changed to "Customer". Measurement of gas language modified.
23	Rules and Regulations	"Ratepayer" changed to "Customer". Accepted forms of payment added. Billing cycle language added.
24	Rules and Regulations	Billing cycle language added. Final bill language added. Dishonored Payment language from Equitable Division tariff added.
25	Rules and Regulations	"Ratepayer" changed to "Customer". Obstruction of meter language added. Meter ownership language added.
26	Rules and Regulations	Rule 15 moved to page 26. Renamed Section 17 "Emergency Curtailment". Language added to Section 16. "Ratepayer" changed to "Customer". Moved "Discontinuance of Service and Curtailment" section to page 27.
27	Rules and Regulations	Renamed Section 17 "Emergency Curtailment". Removed "Gas Shortage Curtailment Related to Long-Term Supplies" section. Old language from Page 29 moved here.
28	Rules and Regulations	Deleted old Section 17 language. Moved appendix to this page.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 2A

LIST OF CHANGES (CONTINUED)

29	Rules and Regulations	Rules and Regulations renumbered. Section 18 Priority of Service Curtailment moved from Section 17. Service Agreement and Florible Pates added, "Patenaver" shanged to "Customer"
30	Rules and Regulations	Flexible Rates added. "Ratepayer" changed to "Customer". "Ratepayer" changed to "Customer".
31	Rules and Regulations	"Ratepayer" changed to "Customer".
32	Rules and Regulations	"Ratepayer" changed to "Customer". Rules and Regulations
32	Traics and regulations	renumbered.
33	Rules and Regulations	"Ratepayer" changed to "Customer". Additional release of customer information language and contact information added. Rules and Regulations renumbered.
35	Rules and Regulations	Language added from supplier tariff. Various fees eliminated. Remaining fee amounts updated. Rules and Regulations renumbered.
36	Rate RS – Residential Service	"Ratepayer" changed to "Customer". Customer and delivery charges updated. Late payment charge language modified. Rider name updated.
37	Customer Assistance Program	Availability description updated. "Ratepayer" changed to "Customer".
38	Customer Assistance Program	Monthly payment amount updated. "Ratepayer" changed to "Customer".
39	Customer Assistance Program	"Ratepayer" changed to "Customer". Rules 7 and 8 modified.
39A	Pilot Extended Customer Assistance Program	"Ratepayer" changed to "Customer".
40	Rate SGS – Small General Service	"Ratepayer" changed to "Customer". Customer and delivery charges updated. Rider name updated.
41	Rate SGS – Small General Service	"Ratepayer" changed to "Customer".
42	Rate MGS – Medium General	"Ratepayer" changed to "Customer". Customer and delivery
	Service	charges updated. Rider name updated.
43	Rate MGS – Medium General Service	"Ratepayer" changed to "Customer".
44	Rate LGS – Large General Service	"Ratepayer" changed to "Customer". Customer and delivery charges updated. Rider name updated.
45	Rate LGS – Large General Service	"Ratepayer" changed to "Customer".
46	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer". Language added to rule (7).
47	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer".
48	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer".
49	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer". Language added to rule (17).
50	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer". Customer charges updated.
51	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer". Delivery charges updated.
51A	Rate GS-T – General Service Transportation	Late payment charge moved to this page.
52	Rate GS-T – General Service Transportation	"Ratepayer" changed to "Customer". Liability point 3 updated.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 2B

LIST OF CHANGES (CONTINUED)

53	Rate GS-SB – General Service – Standby	"Ratepayer" changed to "Customer".
54	Rate GS-SB – General Service – Standby	"Ratepayer" changed to "Customer". Customer charges updated.
55	Rate GS-SB – General Service – Standby	Language moved to page 54. Page now intentionally left blank.
57	Rate Appalachian Gathering Service	New rate added.
58	Rate GL – Gas Lights	Rate added from Equitable Division's tariff.
60	Rate CER – Competitive Energy Rate	Rate language modified. "Ratepayer" changed to "Customer".
61	Rider A – State Tax Surcharge	Rider renamed. Rate Revised.
62	Rider B – Recovery of Purchased Gas Costs	Rider renamed. "Ratepayer" changed to "Customer".
63	Rider B – Recovery of Purchased Gas Costs	Rider renamed. "Ratepayer" changed to "Customer".
63A	Rider B – AVC Capacity Charge	Rider renamed. "Ratepayer" changed to "Customer".
63B	Rider B – AVC Capacity Charge	Rider renamed. "Ratepayer" changed to "Customer".
64	Rider C – Transition Cost Mechanism	Rider renamed. "Ratepayer" changed to "Customer".
65	Rider C – Transition Cost Mechanism	Rider renamed. "Ratepayer" changed to "Customer".
66	Rider Supplier Choice	Rate Revised. Ratepayer" changed to "Customer".
67	Rider E – Merchant Function Charge	Rider renamed. Rate Revised. "Ratepayer" changed to "Customer".
68	Rider F- Universal Service	Rider renamed. Rate revised. "Ratepayer" changed to "Customer". Bad debt offset percentage updated.
69	Rider G – Gas Procurement Charge	Rider renamed. Rate revised. "Ratepayer" changed to "Customer".
71	Rider H – Ratepayer Trust Rate Credit	Rider eliminated.
72	Rider H – Ratepayer Trust Rate Credit	Rider eliminated.
73	Rider J – Rager Mountain Storage Credit	Rider eliminated.
74	Rider K – Distribution System Improvement Charge (DSIC)	Rider renamed. Rate revised.
75	Rider K – Distribution System Improvement Charge (DSIC)	Riders renamed.
76	Rider K – Distribution System Improvement Charge (DSIC)	Rider renamed.

PEOPLES NATURAL GAS COMPANY, LLC PA PUC NO. 47 ORIGINAL PAGE NO. 3

			Rider Purchased	d Gas Costs		7 (Base Rate	Rider	Rider	Rid	er Supplier	Rider	Rider		Rider		Rider			
		Capacity	AVC Capacity	GCA	Commodity	_	Charges	STAS	MFC		Choice	USR	GPC	DS	SIC Char	ge	TCJA		Tota	al Rate
		(1)	(2)	(3)	(4)		(5)	(6)	(7)		(8)	(9)	(10)		(11)		(12)		(13=SU	M 1 to 12)
Residential Sales	•							0.00%								00%	0.00	00%		
Customer Charge						\$	20.0000			Ş	0.0067			\$		- \$		-	\$	20.0067
Capacity	\$	0.9953	\$ 0.6225						\$ 0.0248										\$	1.6426
Price to Compare - PTC				\$ (0.0372)	\$ 3.8865				\$ 0.0959				\$ 0.080	1					\$	4.0253
Delivery Charge						\$	3.8753					\$ 0.4094		\$		- \$		-	\$	4.2847
State Tax Surcharge							Ç	> -											\$	-
Total per MCF									\$ 0.1207										\$	9.9526
Small General Service (SGS)																				
Customer Charge																				
0 to 499 MCF/Yr						\$	25.0000			\$	0.0067			<u>\$</u>		<u>- Ş</u>		-	\$	25.0067
500 to 999 MCF/Yr						\$	40.0000			Ş	0.0067			\$		- \$			\$	40.0067
1/ Capacity	\$	0.3848	\$ 0.5745																\$	0.9593
Price to Compare - PTC	\$	0.6105		\$ (0.0372)	\$ 3.8865				\$ 0.0102				\$ 0.080	1					\$	4.5501
Delivery Charge						\$	2.8312							\$		- \$		-	\$	2.8312
State Tax Surcharge							Ç	> -											\$	-
Total per MCF	\$	0.9953							\$ 0.0102										\$	8.3406
Medium General Service (MGS)	•																			
Customer Charge																				
1,000 to 2,499 MCF/Yr						\$	100.0000							\$		- \$			\$	100.0000
2,500 to 24,999 MCF/Yr						\$	200.0000							\$		- \$			\$	200.0000
1/ Capacity	\$	0.3848	\$ 0.3750																\$	0.7598
Price to Compare - PTC	\$	0.6105		\$ (0.0372)	\$ 3.8865				\$ 0.0102				\$ 0.080	1					\$	4.5501
Delivery Charge	-					\$	2.4794		-					\$		- \$		-	\$	2.4794
State Tax Surcharge							Ç	5 -											\$	-
Total per MCF	\$	0.9953							\$ 0.0102										\$	7.7893
Large General Service (LGS)																				
Customer Charge																				
25,000 to 49,999 MCF/Yr							700.0000							\$		- \$			\$	700.0000
50,000 to 99,999 MCF/Yr						_	1,300.0000							<u>\$</u>		- Ş				1,300.0000
100,000 to 199,999 MCF/Yr							1,400.0000							<u> </u>		- \$ - \$				1,400.0000
Over 200,000 MCF/Yr						Ş	1,600.0000							Ş		- \$			<u>ې</u>	1,600.0000
1/ Capacity	\$	0.0812	\$ 0.2151																\$	0.2963
Price to Compare - PTC	\$	0.9141		\$ (0.0372)	\$ 3.8865				\$ 0.0102				\$ 0.080	1					\$	4.8537
Delivery Charge																				
25,000 - 49,999 MCF/Yr						\$	2.4581	> -						\$		- \$		-	\$	2.4581
50,000 - 99,999 MCF/Yr						\$	2.4109							\$		- \$		-	\$	2.4109
100,000 - 199,999 MCF/Yr						\$	2.3636							\$		- \$		-	\$	2.3636
200,000 to 749,999 MCF/Yr						\$	2.2454							\$		- \$			\$	2.2454
750,000 to 1,999,999 MCF/Yr	,					\$	1.9617							\$		- \$			\$	1.9617
Over 2,000,000 MCF/Yr		0.00=0				\$	1.5127	5 -	A 0.010=					\$		- \$			\$	1.5127
2/ Total per MCF	\$	0.9953							\$ 0.0102										\$	7.6081

^{1/} The Price-to-Compare format as shown is applicable to a Non-Priority One customer; the Price-to-Compare Charge for a Priority One customer would not include the Capacity Charge. See the Residential - Sales section above as an example of Priority One.

^{2/} The Total per Mcf displayed for Retail LGS is representative of the 25,000 - 49,999 MCF/Yr delivery charge tier only.

^{3/} The above rates are for non-transitional customers. For transitional customer rates, refer to the corresponding rate schedule found in the Company's retail tariff.

PEOPLES NATURAL GAS COMPANY, LLC PA PUC NO. 47 ORIGINAL PAGE NO. 4

	Base Rate	Rider	Rider	Rider	Rid	ler Purcha	ased G	as Costs		Rid	er Supplier		Rider		Rider		
	Charges	STAS	MFC	USR	Ca	apacity	AVC	Capacity	BB&A		Choice	DS	SIC Charge		TCJA		Total Rate
	(1)	(2)	(3)	(4)		(5)		(6)	(7)		(8)		(9)		(10)	-	=SUM 1 to 10)
Rate GS-T Residential	_ ,	0.00%										_	0.00%		0.0000	%	
Customer Charge	\$ 20.0000									\$	0.0067	Ş	-	\$	-	\$	20.0067
Capacity			\$ 0.0248		\$	0.9953	\$	0.6225								\$	1.6426
Delivery Charge	\$ 3.8753			\$ 0.4094	4							\$	-	\$	-	\$	4.2847
State Tax Surcharge		\$ -														\$	
Total per MCF																\$	5.9273
Rate GS-Transporation SGS																	
Customer Charge																	
0 to 499 MCF/Yr	\$ 25.0000									\$	0.0067		-	\$	-	\$	25.0067
500 to 999 MCF/Yr	\$ 40.0000									\$	0.0067	\$	-	\$	-	\$	40.0067
1/ Capacity/BB&A							\$	0.5745	\$ 0.3848							\$	0.9593
Delivery Charge	\$ 2.8312											\$	-	\$	-	\$	2.8312
State Tax Surcharge		\$ -														\$	-
Total per MCF																\$	3.7905
Rate GS-Transporation MGS																	
Customer Charge																	
1,000 to 2,499 MCF/Yr	\$ 100.0000											\$	-	\$	-	\$	100.0000
2,500 to 24,999 MCF/Yr	\$ 200.0000											\$	-	\$	-	\$	200.0000
1/ Capacity/BB&A							\$	0.3750	\$ 0.3848							\$	0.7598
Delivery Charge	\$ 2.4794						т		7 0.00.0			Ś	_	\$	_	\$	2.4794
State Tax Surcharge		\$ -														\$	-
Total per MCF																\$	3.2392
Rate GS-Transporation LGS																	
Customer Charge																	
25,000 to 49,999 MCF/Yr	\$ 700.0000											\$	-	\$	-	\$	700.0000
50,000 to 99,999 MCF/Yr	\$ 1,300.0000											\$	-	\$	-	\$	1,300.0000
100,000 to 199,999 MCF/Yr	\$ 1,400.0000											\$	-	\$	-	\$	1,400.0000
Over 200,000 MCF/Yr	\$ 1,600.0000											\$	-	\$	-	\$	1,600.0000
1/ Capacity/BB&A							\$	0.2151	\$ 0.0812							\$	0.2963
Delivery Charge																	
25,000 - 49,999 MCF/Yr	\$ 2.4581											\$	-	\$	-	\$	2.4581
50,000 - 99,999 MCF/Yr	\$ 2.4109											\$	-	\$	-	Ş	2.4109
100,000 - 199,999 MCF/Yr	7	\$ -										\$	-	\$	-	Ş -	2.3636
200,000 to 749,999 MCF/Yr	\$ 2.2454											\$	-	\$	-	Ş -	2.2454
750,000 to 1,999,999 MCF/Yr	\$ 1.9617											<u>۶</u>	-	<u>۶</u>	-	\$	1.9617
Over 2,000,000 MCF/Yr	\$ 1.5127	Ş -										\$	-	\$	-	<u> </u>	1.5127
2/ Total per MCF																\$	2.7544

^{1/} The Capacity Charge applies to Priority 1 ratepayers when electing transport service. All other Ratepayers are billed the BB&A charge.

^{2/} The Total per Mcf displayed for Transport LGS is representative of the 25,000 - 49,999 MCF/Yr delivery charge tier only.

^{3/} The above rates are for non-transitional customers. For transitional customer rates, refer to the corresponding rate schedule found in the Company's retail tariff.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 5

EFFECTIVE: March 29, 2019

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ISSUED: January 28, 2019

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 6

DEFINITIONS OF TERMS

Applicant - Any person, corporation or other entity that (i) desires to receive from the Company natural gas or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not receiving from the Company any service provided for in this Tariff. An Applicant shall become a customer for purposes of this Tariff only after it actually starts receiving the applicable service(s) from the Company under this Tariff. Applicants for residential service shall be further defined as a natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

<u>Capacity Charge</u> – A charge designed to recover the costs that the Company incurs to reserve capacity on interstate pipelines.

<u>Chapter 56</u> – The Commission regulations that govern, among other things, metering, billing and collections for residential gas and electricity service.

City Gate - The point where interstate pipelines deliver gas into natural gas distribution company facilities.

<u>Commission</u> – The Pennsylvania Public Utility Commission or any lawful successor thereto that provides oversight, policy, guidance and direction to public utilities and NGSs.

<u>Commodity Charge</u> – A charge designed to recover the cost of producing or procuring natural gas.

<u>Commodity Service</u> – Service provided by the Company or a natural gas supplier which involves the purchase of gas commodity by the customer.

Company – The entity doing business as Peoples Natural Gas Company LLC.

<u>Customer</u> – Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the customer for any premises, building, structure, etc, (iii) is primarily responsible for payment of bills, or (iv) any adult occupant whose name appears on the mortgage, deed or lease of the property. A customer includes anyone taking Supplier of Last Resort Service and/or Distribution Service under this Tariff

<u>Customer Charge</u> – A monthly charge to cover such natural gas distribution company costs as maintaining the gas lines, meter reading and billing.

<u>Daily Available Volume</u> – The total volume of gas actually delivered to the Company for the customer's account on a particular day, less an appropriate retainage percentage plus any adjustments associated with the reconciliation of monthly volumes as set forth in Rate GS-T and Rate T.

Daily Consumption Volume – The quantity of gas estimated by the Company to be consumed by the customer on any day.

<u>Day</u> – A 24-hour period beginning at 10 a.m. and ending at 10 a.m. or as subsequently defined by natural gas industry standards promulgated by FERC.

<u>Delivery Charge</u> – A charge designed to recover the costs the Company incurs in using its distribution system or local pipelines to deliver natural gas to a customer.

<u>Distribution Charges</u> – Various natural gas distribution charges that may include the Delivery Charge, Capacity Charge and Gas Cost Adjustment Charge.

Distribution Service – Service provided by the Company involving the delivery of gas to the customer.

<u>Gas Cost Adjustment Charge</u> – The amount billed or credited each month to account for differences between projected and actual gas supply costs of the Company.

Mcf – 1,000 cubic feet of gas. This is a measure of gas usage.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 7

DEFINITIONS OF TERMS

<u>Natural Gas Distribution Company</u> - A public utility that provides natural gas distribution services and which may provide natural gas supply services and other services.

<u>Natural Gas Supplier (NGS)</u> – An entity that has received a license from the Commission and that sells natural gas to customers that is delivered through the distribution lines of the Company.

<u>Small Business Customer</u> – Any commercial or industrial customer with annual consumption of less than 300 Mcf.

Storage – Placing natural gas into an underground facility for removal and use at a later date.

<u>Supplier of Last Resort</u> – The Company or another entity that provides natural gas supply services to customers that do not elect another supplier or choose to be served by the supplier of last resort, customers that are refused service from another natural gas supplier, or customers whose natural gas supplier fails to deliver the required gas supplies. Currently, the Company is the supplier of last resort for all Priority-One customers under the terms of this tariff. Each customer may only have one supplier of last resort.

<u>Supplier of Last Resort Service</u> – Service that includes both Distribution Service and Commodity Service provided by the Company in its role as Supplier of Last Resort.

<u>(C)</u> –	Indicates	change.
(D) –	Indicates	decrease

(I) - Indicates increase.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 8

CLASSIFICATION OF CUSTOMERS TO WHOM SERVICE IS MADE AVAILABLE

Gas service is made available under the rules, regulations, and terms and at the rates contained in this tariff, based upon the use to which such gas is put and not upon volumes consumed (except where indicated), to the following classes of customers:

RESIDENTIAL CUSTOMERS

Residential customers are customers who use gas for household purposes, including single-family dwellings, boarding and rooming houses, duplex houses, private garages appurtenant to private homes or dwellings, apartments, apartment buildings, and governmental housing in which the units are individually metered. In this class the element of human welfare and comfort in a residential setting is the distinguishing test of the customer's use of gas. Each meter represents one customer.

COMMERCIAL CUSTOMERS

Commercial customers are customers who are engaged in selling, warehousing or distributing a commodity or service, including boarding homes and personal care homes, engaged in some business activity or profession, or in some other form of economic, social, or cultural activity, not primarily involving the manufacturing or processing of a product; and any non-industrial premises where one meter is serving more than one unit. If the customer's predominant usage is for natural gas-powered vehicle service, then the customer will be classified as a Commercial customer.

INDUSTRIAL CUSTOMERS

Industrial customers include customers who are engaged in a process which creates or changes raw material or unfinished materials into another form; customers who use gas for large-volume power; customers who use gas for process steam generation; and customers who use gas for any other purpose not predominantly residential or commercial.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 9

CLASSIFICATION OF CUSTOMERS TO WHOM SERVICE IS MADE AVAILABLE

NATURAL GAS DISTRIBUTION COMPANY (NGDC) CUSTOMERS

NGDC customers are companies regulated by the Commission. Within this classification the NGDC can be acting either on its own or on its end user's behalf.

CHANGE IN CLASSIFICATION

Any customer who believes that, as a result of a change in the use of the premises served, his classification ought to be changed must contact the Company. All changes will be determined by the Company, on a prospective basis, after it has been notified of the change; however, the Company reserves the right to make changes in classification on its own initiative. The decision of the Company as to classification shall be final.

Eligibility for a particular rate schedule under this tariff and application of the appropriate monthly customer charge shall be based on a review of the customer's annual usage. This review shall not be conducted more frequently than once per year. All changes in rate schedule classification and monthly customer charges as a result of this usage review shall be implemented on a prospective basis. Rate schedule classification and the appropriate customer charge for new customers, shall be determined by the Company based on an estimate of annual usage. The Company also reserves the right to establish the appropriate rate schedule classification and monthly customer charge based on anticipated customer usage.

GAS—PA PUC NO. 47 ORIGINAL PAGE NO. 10

RATES AVAILABLE UNDER THIS TARIFF

Rate RS - Residential Service

This rate is available to residential customers throughout the territory served by the Company.

Rate CAP

This is available to residential customers who meet the criteria as detailed in this Rate Schedule.

Rate SGS - Small General Service

This rate is available to commercial and industrial customers and NGDCs consuming less than 1,000 Mcf of natural gas service annually throughout the territory served by the Company with the exception of commercial customers qualifying under Rate NGPV.

Rate MGS - Medium General Service

This rate is available to commercial and industrial customers and NGDCs consuming between 1,000 and 24,999 Mcf of natural gas service annually throughout the territory served by the Company with the exception of commercial customers qualifying under Rate NGPV.

Rate LGS - Large General Service

This rate is available to commercial and industrial customers and NGDCs consuming more than 25,000 Mcf annually throughout the territory served by the Company with the exception of commercial customers qualifying under Rate NGPV.

Rate CER - Competitive Energy Rate

This rate is available to all customers throughout the territory served by the Company who, in the determination of the Company, meet the criteria set forth under Rate Schedule CER.

Rate GS-T - General Service Transportation

This rate offers firm transportation service for residential, commercial, industrial, and NGDC customers. Commercial, industrial, and NGDC customers that consume less than 1,000 Mcf per year are classified as Small General Service customers under this tariff. Commercial, industrial, and NGDC customers that consume between 1,000 and 24,999 Mcf per year are classified as Medium General Service customers under this tariff. Commercial, industrial, and NGDC customers that consume more than 25,000 Mcf per year are classified as Large General Service customers under this tariff.

Rate GS-SB - General Standby Service

This rate offers standby service for residential, commercial, and industrial transportation customers.

Rate NGPV

This rate offers service for natural gas powered vehicles.

Rate Schedule - Appalachian Gathering Service

This rate is available to any party desiring to deliver conventional well gas directly into the Company's system.

Pilot Rate MLX

This delivery rate is offered to new Residential and Commercial consumers who are replacing service from an alternate fuel with natural gas.

Rate GL- Gas Lights

This rate offers service for any gas lighting where the gas is not measured by a meter.

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Port Vue

DESCRIPTION OF TERRITORY

The Company serves as a natural gas public Company in the following cities, boroughs, and townships, all of which are in Pennsylvania:

ALLEGHENY COUNTY

Cities and Boroughs

Aspinwall Emsworth Avalon Etna Rankin Baldwin Forest Hills Rosslyn Farms Bellevue Fox Chapel Sewickley Heights Sewickley Hills Franklin Park Ben Avon Ben Avon Heights Sharpsburg Glassport Bethel Park Greentree Springdale Heidelbera Swissvale Blawnox Braddock Homestead Tarentum **Braddock Hills** Ingram **Thornburg** Jefferson Trafford Brackenridge **Brentwood** Jefferson Hill **Turtle Creek** Bridgeville Liberty Verona Carnegie Lincoln Versailles

Chalfant McKeesport Wall Cheswick McKees Rocks West Elizabeth Churchill Millvale West Homestead Monroeville West Mifflin Clairton Coraopolis West View Mt. Oliver Crafton Munhall Whitaker **Dormont** North Braddock Whitehall White Oak Dravosburg Oakmont Duquesne Penn Hills Wilkinsburg East McKeesport Pitcairn Wilmerding

East Pittsburgh Pittsburgh Edgewood Pleasant Hills

Elizabeth Plum

Townships

Aleppo Kilbuck Scott Collier Shaler Marshall Crescent **McCandless** South Fayette East Deer Moon South Park Mt. Lebanon South Versailles Elizabeth North Fayette Springdale Fawn North Versailles Stowe Findlay

O' Hara Upper St. Clair Forward Ohio West Deer Frazer Pine Wilkins Hampton

Harmar Reserve Harrison Richland Indiana Robinson Kennedy Ross

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DESCRIPTION OF TERRITORY

ARMSTRONG COUNTY

Boroughs

ApolloFord CityManorvilleApplewoldFord CliffNorth ApolloAtwoodFreeportRural ValleyDaytonKittanningWest Kittanning

Elderton Leechburg

Townships

Mahoning Bethel South Buffalo **Boggs** Manor Sugarcreek Burrell North Buffalo Valley Washington Cadogan **Parks** Cowanshannock Wayne Pine West Franklin East Franklin Plumcreek

Gilpin Rayburn
Kiskiminetas Redbank
Kittanning South Bend

Madison

BEAVER COUNTY

Cities & Boroughs

Aliquippa Monaca Shippingport
Beaver Ohioville South Heights

Industry

Midland

Townships

BrightonHopewellPotterCenterIndependenceRaccoonChippewaMarionSouth BeaverDarlingtonNew SewickleyVanport

Franklin

BLAIR COUNTY

Cities and Boroughs

Altoona Duncansville Tyrone

Bellwood Hollidaysburg

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DESCRIPTION OF TERRITORY

BLAIR COUNTY (continued)

Townships

Allegheny Frankstown Logan
Antis Greenfield Snyder
Blair

BUTLER COUNTY

Boroughs

CalleryPortersvilleSlippery RockEvans CityProspectValenciaHarmonySaxonburgZelienopleMarsSeven Fields

Townships

AdamsForwardMiddlesexBuffaloFranklinMuddycreekCherryJacksonSlippery RockClintonJeffersonWinfieldConnoquenessingLancasterWorth

Marion

CAMBRIA COUNTY

Cranberry

Cities and Boroughs

BrownstownFranklinNanty-GloCressonGeistownPortageDaleJohnstownSankertownEbensburgLorainSouthmontFerndaleLorettoWestmont

Townships

Adams East Taylor Richland Allegheny Jackson Stonycreek Blacklick Lower Yoder Susquehanna Cambria Upper Yoder Middle Taylor Washington Conemaugh Munster West Carroll Cresson Portage Croyle West Taylor

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DESCRIPTION OF TERRITORY

CLARION COUNTY

Townships

Clarion Monroe Redbank

Limestone Porter

FAYETTE COUNTY

Boroughs

Belle Vernon Fairchance Point Marion

Fayette City Masontown

Townships

Franklin Menallen Springhill
Georges North Union Stewart
German Perry Washington
Jefferson Saltlick Wharton

Luzerne South Union

GREENE COUNTY

Boroughs

Carmichaels Jefferson Waynesburg

Clarksville Mather

<u>Townships</u>

AleppoGreeneRichhillCenterJacksonSpringhillCumberlandJeffersonWashingtonDunkardMonongahelaWayneFranklinMorganWhiteley

Freeport Morris Gilmore Perry

INDIANA COUNTY

Boroughs

Blairsville Homer City Saltsburg Creekside Indiana Shelocta

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DESCRIPTION OF TERRITORY

INDIANA COUNTY (continued)

Townships

Armstrong Conemaugh West Mahoning
Black Lick East Mahoning West Wheatfield

Buffington Grant White Burrell North Mahoning Young

Center Rayne

Cherryhill South Mahoning

Washington

JEFFERSON COUNTY

Townships

Perry Porter Ringgold

LAWRENCE COUNTY

Boroughs

Enon Valley New Wilmington Volant

Townships

Hickory Pulaski Wilmington

Little Beaver Scott

Neshannock Washington

MERCER COUNTY

Boroughs

Grove City Sandy Lake Stoneboro

Townships

East Lackawannock Pine Wilmington Findley Sandy Lake Wolf Creek

Lake Shenango
Liberty Springfield

SOMERSET COUNTY

Boroughs

Boswell Seven Springs

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DESCRIPTION OF TERRITORY

SOMERSET COUNTY (continued)

Townships

Conemaugh Jenner Somerset

Jefferson Middlecreek

VENANGO COUNTY

Townships

Clinton Irwin

WASHINGTON COUNTY

Cities and Boroughs

Centerville Finleyville
Beallsville Cokeburg Monongahela
Bentleyville Deemston New Eagle

Burgettstown Donora
California Ellsworth

Townships

AmwellHanoverRobinsonCarrollJeffersonSomersetCecilMonongahelaSouth FranklinChartiersMorrisSouth Strabane

Cross Creek Mt. Pleasant Smith East Bethlehem North Bethlehem Union

East Finley North Strabane West Bethlehem East Pike Run Nottingham West Pike Run

Fallowfield Peters

WESTMORELAND COUNTY

Cities and Boroughs

Adamsburg Jeannette New Kensington
Arnold Latrobe North Belle Vernon

Avonmore Ligonier North Irwin Bolivar Lower Burrell Oklahoma

Delmont Manor South Greensburg
Derry Monessen Southwest Greensburg

East Vandergrift Murrysville Trafford Export New Alexandria Vandergrift

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DESCRIPTION OF TERRITORY

WESTMORELAND COUNTY (continued)

Cities and Boroughs

New Florence

Greensburg Hunker Hyde Park Irwin

West Leechburg Youngstown Youngwood

Townships

Allegheny Ligonier

Lower Burrell St. Clair Bell Loyalhanna Derry Salem

Donegal Mt. Pleasant South Huntingdon

East Huntingdon North Huntingdon Unity

Upper Burrell Fairfield Penn Hempfield Washington Rostraver

The above-listed cities, boroughs, and townships in Pennsylvania in which the Company provides natural gas public utility service are not the only cities, boroughs, and townships in which the Company is entitled, either by charter or certificate, to provide such natural gas public utility service.

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RULES AND REGULATIONS

1. APPLICATION FOR SERVICE

Applicants desiring any type of service from the Company under this Tariff shall contact the Company and specifically request the type and nature of service. Upon request, the Company will inform the customer of the identity of those NGSs offering retail service in its service territory and either provide a list of licensed suppliers or refer the customer to the Commission for further information. In any circumstance where an application to the Company for any service under this Tariff involves or is related to an NGS, such application cannot and shall not be processed by the Company unless the Applicant and/or the Applicant's NGS provides the necessary information relating to service.

A non-residential Applicant for any service under this Tariff will be required to sign an application for natural gas service, unless the Company, in its sole discretion, accepts an oral application from a non-residential Applicant. The Company shall accept an oral application from a residential Applicant except that the Company may require a written application from a residential Applicant if the Company determines positive identification or other documentation is necessary. The Company may request driver's license, or other information as positive identification. The Company may, as a condition of furnishing service to an Applicant, require the Applicant, in accordance with applicable Commission regulations, to pay an outstanding gas service account balance, if the Company can show that the Applicant resided at, or occupied if a non-residential account, the property for which service is requested during the period of time that the outstanding balance accrued. The methods used by the Company to determine an Applicant's liability for any such previously furnished service may include reference to customer service records of the Company, including internal Company notes, service contracts, information collected from the Applicant and other members of the household in connection with any help provided by the Company in determining eligibility for and completing applications to various assistance programs. Other methods which may be used by the Company for such purposes include identity authentication services, public data and information, mortgage, deed or lease information, commercially available consumer credit reporting services, skip-tracing tools, and other methods which are or have been approved as valid by the Commission.

Upon the receipt of natural gas service, the Applicant shall become a customer of the Company.

The customer shall inform the Company in advance of any proposed additions to (or decreases in) the customer's connected natural gas load.

2. CHARACTER OF SERVICE

The Company offers firm service, unless otherwise provided in this tariff.

3. RULES FOR DEPOSIT

A deposit from a customer shall conform to the Commission's regulations and applicable statutory requirements. Deposits required by the Company for Tariff regulated charges shall not be based on unpaid supplier charges.

Residential Applicant/Customer

- a. The Company will provide service without requiring a deposit when the Applicant provides adequate identification and satisfies the following requirements:
 - i. Has not failed to pay an undisputed delinquent account.
 - ii. Has not failed to complete payment of a deposit, provide a guarantee or establish credit.
 - iii. Has not failed to provide access to meters, service connections, or other property of the public utility for the purpose of replacement, maintenance, repair or meter reading.
 - iv. Has not engaged in unauthorized use of the utility service delivered on or about the affected dwelling.
 - v. Has not failed to comply with the material terms or conditions of a settlement or payment agreement.
 - vi. Has not engaged in fraud or material misrepresentation of identity for the purpose of obtaining utility service.
 - vii. Has not tampered with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other public utility equipment.

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RULES AND REGULATION

3. RULES FOR DEPOSIT (continued)

- viii. Has not violated tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the delivery system of the public utility.
- ix. Provides information demonstrating to the satisfaction of the Company that the Applicant is not an unsatisfactory credit risk though the use of a generally accepted credit scoring methodology. This methodology includes providing positive identification for the last two known addresses, review of data specific to payment history of other utility services, and review of credit history established previously with the Company. The Company will not find that an Applicant is a bad credit risk simply because he does not have a prior credit history.
- b. If an Applicant does not establish credit under the methods outlined above, the Company may require that the Applicant post a cash deposit. The cash deposit is payable during a 90-day period in accordance with Commission regulations. Instead of posting a cash deposit, the Applicant may:
 - Furnish a written guarantee from one who can establish credit to the Company's satisfaction that states terms to secure payment. The guarantor shall be responsible for all missed payments owed to the Company.
- c. The Company may require an existing customer to post a deposit to reestablish credit:
 - i. If the customer has been delinquent in payment of any two consecutive bills or three or more bills within the preceding 12 months, after having notified the customer of its intention in accordance with prevailing Commission regulations.
 - ii. If the customer's service has been terminated and the customer desires reconnection.
 - iii. When a customer fails to comply with a material term or condition of a settlement or payment agreement.
- d. An existing customer whose service has been terminated and desires a reconnection of service may be permitted to pay any required deposit during a 90-day period in accordance with Commission regulations.

A cash deposit will be required in an amount equal to one-sixth of the Applicant's or customer's estimated annual bill at the time the Company determines that a deposit is required. This estimate shall be based upon prior consumption for like service at the affected premises, wherever available. Should the character or degree of the customer's usage materially change, or if it can clearly be established that either will materially change in the immediate future, the amount of the cash deposit may be adjusted at the request of either the Company or the customer.

All residential deposits shall bear interest at the simple annual interest rate determined by the Secretary of Revenue for interest on the underpayment of tax under section 806 of the act of April 9, 1929 (P.L. 343, No. 176), known as the Fiscal Code, and such interest shall be returned with the deposit.

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RULES AND REGULATIONS

3. RULES FOR DEPOSIT (continued)

The Company may refund or apply to a customer's account any security deposit held, plus accrued interest, under the following conditions:

- i. Upon discontinuance or termination of service.
- ii. When a customer establishes credit pursuant to the Commission's regulations.
- iii. When a customer substitutes a third-party guarantor, as defined in Commission's regulations, but the refund shall not exceed the guarantee.
- iv. After a customer has established a timely payment history. A timely payment history is established when a customer has paid its account balance in full and on time for 12 consecutive months.
- v. At the option of the Company, a cash deposit, including accrued interest, may be refunded in whole or in part at any time earlier than the time stated in i. through iv. above.

The Company shall deduct the outstanding balance on the customer's account from the deposit and return or credit any positive difference to the customer. The customer may direct to whom a refunded deposit, together with accrued interest, shall be paid.

Commercial and Industrial Applicant/Customer

The Company reserves the right to require a deposit or guaranty for all services to be supplied, or an increase in said deposit if there is an increase in the monthly bill for services rendered; also the right to apply such deposit to bills previously incurred by the Applicant under the existing or any previous contract with the Company.

A deposit may be required from an Applicant in an estimated amount equal to twice the average of the three highest monthly bills anticipated during the next 12 months. Such estimate shall be made from the record of services rendered to the same premises during the last 12 months of use, whether by Applicant or a prior occupant of the premises, adjusted to recognize the extent of the proposed use as compared with the use in the past. If there is no prior record of services rendered to the premises, the estimate shall be based upon the purposes for which services will be provided.

All commercial and industrial deposits shall bear interest at the simple annual interest rate determined by the Secretary of Revenue for interest on the underpayment of tax under section 806 of the act of April 9, 1929 (P.L. 343, No. 176), known as the Fiscal Code, and such interest shall be returned with the deposit.

Upon final discontinuance of service and if such cash deposit has not been theretofore refunded, the principal of and interest thereon will be applied against the final bill, or if all bills are paid in full or if the deposit and interest shall be more than sufficient to cover the same, will be refunded to the customer, in whole or in part, as the case may be, by check.

To accommodate the Applicant in case he cannot furnish a cash deposit, a written guaranty of a third person who can establish credit to the Company's satisfaction, including demonstrating that the third-person is the owner of real estate already receiving service from the Company will be accepted, but such form of security is discouraged. To limit the guaranty to the lowest terms consistent with security, such guarantor is required to agree that upon default of the customer, the guarantor will make prompt payment of the charges for services rendered to the customer for a period not exceeding sixty days. In case the guarantor is required to pay, the customer then must either make a cash deposit or secure a renewal of the guaranty in order to have service maintained.

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RULES AND REGULATIONS

4. CONNECTIONS FOR SERVICE - EXTENSION OF FACILITIES

The Applicant hereby undertakes to furnish, be responsible for, and pay the necessary costs of customer-owned service pipe, fixtures, fittings, valves, regulators, and appliances to make the necessary connections between the Company's lines and the place of consumption or the delivery point to the Applicant and keep the same in good repair, in a skillful and workmanlike manner, furnishing at his own expense said materials, and the labor, care, and supervision necessary and proper to safely conduct and burn the gas, but the Applicant shall not otherwise make changes in or interfere with said pipes and appliances and material. The arrangement and location of all piping and appliances (including meters) shall be subject to the approval of the Company, but the Company shall not be responsible in any manner for the selection, installation, maintenance, or use of said pipes and appliances, or for said labor, care, or supervisions, and shall have no duty or obligation with respect to the care, maintenance or supervision of the facilities. To facilitate this process, the Company makes available a manual entitled "Service Line Installation Standards" on its website.

The Company shall make the necessary connections between its curb cock or shutoff valve and the Applicant's service pipe, provide a meter and the necessary fittings, and connect the meter.

The meter and all pipe fittings and appliances furnished by the Company on the premises shall remain the property of the Company, and the Company shall have the right at all reasonable times to enter in and upon the premises to read, maintain, remove, change, replace, inspect, and/or reclaim the meter and associated equipment.

Meters will be installed at the Company's expense only upon request and subject to the following conditions:

- (a) The Company will install one (1) meter per customer service line
- (b) The type, size and location of the meter will be determined by the Company.
- (c) An individual service line shall be required for each unit of a newly constructed structure consisting of modules which can be sold or leased as and function as separate entities, and having within each such unit control of the total gas energy requirements of that unit, including all interior piping. The requirement of one meter per service line shall apply to renovations of existing structures which meet the aforesaid independency requirements and to which gas service has not been provided for a period of at least one (1) year. The requirement of one meter per service line may be waived for other structures. In this latter event, additional meters will be set by the Company, provided the customer shall bear the cost of all additional meter installations and house line alterations, and such cost of service line alterations as shall be permitted by law.
- (d) Outlet piping from the meter shall not pass through space or property that is or could be controlled or owned by an individual or individuals other than the customer.

The Company will extend its facilities to a new point of delivery within its service territory if, in its judgment and consistent with Commission regulations, the service to such new point of delivery will have no adverse effect upon the availability of gas to meet the present and reasonably foreseeable volume and pressure needs of existing customers. The Company, at its discretion, may extend its distribution mains up to a distance of one-hundred fifty (150) feet on any street or highway without cost to a residential applicant(s), absent any abnormal underground conditions or unusual permitting requirements. When abnormal underground conditions or unusual permitting requirements exist, as determined by the Company, the applicant(s) will be required to pay a contribution in aid of construction (CIAC) in an amount determined by the Company. The Company may also condition the extension of facilities upon the Applicant's providing a CIAC, the amount of which will be determined by the Company and consistent with any parameters approved or required by the Commission. At the company's discretion, eligible Applicants for an extension may be offered service under Pilot Rate MLX as an alternative to a CIAC.

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RULES AND REGULATIONS

4. CONNECTIONS FOR SERVICE - EXTENSION OF FACILITIES (continued)

If the Company requests a CIAC from an Applicant and additional customers are added to the extended facilities financed by the Applicant's CIAC within three years of the date of completion of the facilities, the Applicant who paid the CIAC will be entitled to a pro rata refund during the three-year period immediately following completion of the extension.

Any CIAC, customer advance, or other like amounts received from the customer that constitute taxable income as defined by the Internal Revenue Service may include a gross up for federal income taxes. To the extent that federal taxes are not included in the CIAC, they shall be segregated in a deferred account for inclusion in rate base in a future rate case proceeding.

Where evidence is found that Company facilities or service lines, meters, or other appurtenances on the customer's premises have been tampered with, the customer shall be required to bear all costs incurred by the Company for investigations and inspections, repairs, and for such protective equipment as, in the judgment of the Company, may be necessary. In addition, where the tampering has resulted in improper measurement of the service supplied, the customer shall be required to pay for such natural gas service, including interest at the late-payment charge rate, and all applicable costs and fees associated with collecting such charges based on the Company's estimate, from available information, of the amount of gas used but not registered by the Company's meters.

The customer shall pay the Company for any repairs to or any loss of the Company's property on the premises when such repairs are necessitated, or loss occasioned, by the willful acts or negligence on the part of the customer or failure to comply with the rules and regulations under which service is furnished.

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RULES AND REGULATIONS

5. DISCONTINUANCE AND TERMINATION OF SERVICE

The authorized agents of the Company shall at all reasonable times have free access to the premises of the customer with the right to shut off the gas and remove its property from the premises for any of the following reasons: failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair or meter reading; nonpayment of any undisputed delinquent bills due for existing or any previous service; tampering with the meter or connections; fraudulent representation in relation to the consumption of gas; removal of Applicant from the premises; selling or delivering gas to other occupants of the premises without application to the Company; failure to make or increase any deposit; failure to provide a guarantee of payment or establish credit; want of supply or waste of gas from customer's lines or appliances; failure to comply with amortization or settlement agreements; and failure to comply with or violation of Tariff Rules and Regulations. However, service may not be discontinued or terminated under any circumstances except under Commission Regulations or PA Statute(s) in effect and applicable at the time of such contemplated discontinuance.

The Company may immediately terminate service for any of the following actions by the customer: unauthorized use of the service delivered on or about the affected dwelling; fraud or material misrepresentation of the customer's identity for the purpose of obtaining service; tampering with meters or other public utility's equipment; or violating tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the public utility's delivery system. Upon termination for such reasons, the Company will make a good faith attempt to provide a post termination notice to the customer or a responsible person at the affected premises, and, in the case of a single meter, multiunit dwelling, the Company will conspicuously post the notice at the dwelling, including in common areas when possible.

Unless otherwise authorized by the Commission, after November 30 and before April 1, the Company will not terminate service to customers with household incomes at or below the qualifying level as determined by Commission regulation or PA Statute.

The Company may terminate service for nonpayment of billings for service provided under this tariff or for NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff.

If service is terminated, the same customer, whether an Applicant or customer as defined in the Commission's regulations or PA Statutes, shall pay a reasonable turn-on fee for resumption of service at the same address after termination. The turn-on fee for Residential customers is \$56. The turn-on fee for Commercial customers is \$115. The turn-on fee for Industrial customers shall be an amount equal to the customer charge for each month of the intervening period since service was terminated.

Upon discontinuance or termination of service, the customer or its agent shall be responsible to winterize the premises to withstand winter conditions, which actions may include, but not limited to, draining plumbing systems, adding insulation and alternative heating units. The Company shall not be responsible for any damages resulting from the customer, or its agent, as a result of a failure to winterize the property.

The Company reserves it rights to use any and all remedies at law to collect any outstanding debts, including, but not limited to, filing a Complaint in civil court seeking a judgment of record for the debt, with interest and recovery of court costs, attorneys' fees and other collection expenses incurred in the process.

6. TERMINATION OF CUSTOMER'S CONTRACT

In case a writ of execution shall be issued against a customer, or in case the premises described or referred to in the contract as the place at which gas is to be delivered or consumed, or the personal property upon said premises shall be levied upon under execution, or in case of any acts of assignment, filing of involuntary or voluntary petitions in bankruptcy, or any action in court for the reorganization of any corporation, partnership, or other customer, the contract, at the option of the Company, shall cease and terminate, and all claims for retail or transportation service previously provided or amounts purchased from a NGS through the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff shall become forthwith due and payable without notice from said Company to the extent permissible under applicable bankruptcy statutes and Commission regulations.

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RULES AND REGULATIONS

7. LEAKS AND WASTE

The customer shall use all due care to prevent a waste of gas. It is the responsibility of the customer to exercise all due care in the detection of defects and leaks, and in case of failure or deficiency of gas, leakage, excess pressure, or other dangerous developments incident to the handling of gas under pressure, the customer agrees to give immediate notice thereof to the Company, and his failure to do so, should loss follow, shall be conclusive evidence of his contributory or comparative negligence.

8. NONLIABILITY OF COMPANY

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, including but not limited to failure to furnish a sufficient supply of gas or failure to transport the customer's gas to the customer, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to equipment and appliances, loss of business, or loss of production caused by any interruption or variation in supply or pressure, or any other failure in the supply of natural gas shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$500 or two times the charge to the customer for the service affected during the period in which such interruption or variation in supply or pressure, or any other failure in the supply of natural gas occurs.

The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

For the purposes of this Rule, all pipe, fittings, and appliances, and associated materials/equipment on the customer's side of the curbstop or shutoff valve of the service pipes which connects with the Company's main line are the property and responsibility of the customer, and in no event shall the Company be liable for any injury to person or property arising there from.

9. MEASUREMENT OF GAS

All gas delivered shall be measured by meter. The term "Mcf," as used in the Company's schedule of rates, shall mean 1,000 cubic feet of gas at no more than 8 ounces above an assumed atmospheric pressure of 14.4 pounds at whatever temperature the gas may be during the period of measurement. If gas is supplied from a low-pressure distribution system in which the pressure of the gas is regulated not to exceed 8 ounces, the measurement will be at whatever pressure the gas may be during the period of measurement. If gas is delivered from a high-pressure system, measurement will be corrected to a pressure base of 14.73 psia. If measurement is corrected for temperature, measurement will be corrected to 60°F.

The measurement of gas by meter shall be conclusive on the customer and the Company, excepting that from the time the meter is found to be defective or ceases to register, until the meter is repaired, the gas delivered shall be estimated by the average of another meter, or by the amount delivered by meter during a previous corresponding period under similar conditions. In the event of the customer's dissatisfaction with the registration of the meter, the Company will, upon request, accompanied by the fee specified in the regulations of the Commission, have the same removed, sealed, and tested and results of the test given to the customer upon request. If the meter so tested shall be found to be inaccurate within the limits specified in the regulations of the Commission, the Company shall refund the charge for such test.

10. BILLING AND PAYMENT

No entity providing billing may share or use information concerning individually negotiated rates of a customer, which has been acquired only through the entity's role as a billing agent, with another customer or any third party without the prior written authorization of the Company. The Company shall offer a separate payment option for residential customers to equalize monthly payment amounts.

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RULES AND REGULATIONS

10. BILLING AND PAYMENT (continued)

No entity providing billing may share or use information concerning individually negotiated rates of a customer, which has been acquired only through the entity's role as a billing agent, with another customer or any third party without the prior written authorization of the Company. The Company shall offer a separate payment option for residential customers to equalize monthly payment amounts.

Billing Options

The Company will offer two billing options: (1) the issuance of a bill by the Company which contains the NGS charges; or (2) the issuance of a bill that contains only the Company's charges, in which case the NGS will bill the customer separately for NGS charges. The right of a customer to receive a separate bill from his/her NGS for the NGS' charges is subject to the ability of the NGS to provide a separate bill and the terms under which the NGS may offer to provide a separate bill.

Allocation of Payments

Under billing option (1), the following order for the application of partial payments shall apply to all residential customers and to non-residential customers unless the contract between the non-residential customer and the NGS provides for a different method:

- a. Pre-existing Company balance;
- b. Current Company charges;
- c. NGS charges;
- d. Non-basic service charges (including but not limited to warranty charges):
- e. Hardship energy fund contribution.

Residential and Commercial Customers

Bills will be rendered and be payable once each month. Amounts due for gas services must be made in one of the following formats: cash at a valid payment center, credit card, debit card, atm card, or personal check, business check, or money order issued by a properly licensed financial institution, or other commercially acceptable form of payment as determined by the Company. The Company may read any meter once each month, but ordinarily it will read meters of residential and commercial customers once every two months. As to any customer whose meter is read once every two months, the volumes consumed for the first month of each bimonthly meter reading period shall be determined by estimation, on the basis of the customer's previous service, adjusted for weather conditions, and the volumes consumed for the second month of each bimonthly meter reading period shall be determined by subtracting the first month's estimated volumes from the total actual volumes consumed or delivered for the bimonthly period as shown by the meter. The bill for each month shall be the result of applying to the volumes consumed or delivered, the applicable rates, charges, and penalties (if any) set forth in this tariff.

Upon request, the Company will supply any customer with an option upon which he may record his meter reading at the end of the first month of each bimonthly meter reading period, and if such reading is received by the Company within two days after the close of such billing month, the bill for such month will be computed from the meter reading provided by the customer instead of by estimate. The Company will adjust estimates of bills for changes in conditions of which it has been notified in advance by a customer.

A bill will be rendered to each residential and commercial customer on account of each meter. Bills will be rendered as nearly as possible on the same day of every month and shall be payable upon presentation. The Company reserves the right to reassign customers into a different billing cycle and the timing of the issuance of the monthly bill may be altered. A bill shall be deemed delinquent if it is not paid by the due date. The due date for residential and commercial customers shall be twenty (20) days after the date of mailing the bill unless the Company agrees to an extension. Delinquent residential accounts shall be subject to a late-payment charge of one and one-half percent (1 ½%) per month for bills not paid within five days after the due date. Delinquent commercial accounts shall be subject to a late-payment charge of one and one-half percent (1 ½%) per month. Late-payment charges will be based on delinquent charges for services provided under this tariff or for NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff. Payment of bills may be made at authorized collection offices or agencies of the Company during the regular business hours thereof. Payment may be deemed to have been made on the date it is received at any such office or, if remittance is made by mail, on the date of the official U.S. Postal Service postmark.

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10. BILLING AND PAYMENT (continued)

Industrial Customers

Bills will be rendered and be payable once each month. A bill will be rendered to each industrial account. Bills will be rendered as nearly as possible on the same day of every month and shall be payable monthly upon presentation. The Company reserves the right to reassign customers into a different billing cycle and the timing of the issuance of the monthly bill may be altered. An industrial customer's bill shall be deemed delinquent when it remains unpaid after the payment due date specified on the bill. A payment received from a customer owing a previous balance shall be applied first to the previous balance and only after such previous balance has been fully paid shall any balance of the payment be applied to the current bill. Industrial accounts shall be subject to a late-payment charge of two percent (2%) per month if the bill is not paid in its entirety on or before the payment due date specified on the bill, which shall be fifteen (15) days after the date of mailing the bill. Late-payment charges will be based on delinquency charges for services provided under this tariff or for NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff.

Final Bill

At the time the Company receives a notice, which notice must be received at least seven days in advance, to discontinue service or transfer service from one customer to another, the Company may provide customers with the options to have the Company read the meter, have the disconnecting and reconnecting customer read the meter, or receive an estimated final reading if the Company's actual read parameters have been met in the previous months. The Company will read the meter if the two customer readings are significantly different. The Company will inform the customer that if they elect the customer meter reading and the customer fails to provide the Company with an acceptable reading in a timely manner, the Company may estimate the final meter reading. The Company will make reasonable efforts to obtain actual meter readings: (a) when the Company has insufficient data to estimate the Customer's usage; (b) when, in the case of a transfer of service, disconnect and reconnect orders are executed on different days; and (c) when the customer, at least seven days prior to the disconnect order date, specifically requests that the meter be read. The Company reserves the right to establish a Customer's usage for a final bill whenever the Company is unable to gain access to its meter on the disconnect order date. The Company will accept meter readings from customers for final bills if the customer reading is provided in a timely manner and if, upon review, the Company finds the customer reading to be reasonable and consistent with prior usage levels. Notwithstanding the foregoing, the Company may not discontinue service unless in compliance with the Rules, Regulations or Orders of the Pennsylvania Public Utility Commission pertaining thereto and in effect at the time of such discontinuation.

Dishonored Payment

If the Company receives a negotiable instrument from an Applicant or customer as payment of any bill, charge or deposit due, and if the instrument (including electronic payment) is subsequently dishonored or is uncollectible for any reason, the Company may charge the Applicant or customer a fee of \$25.

11. AUTHORITY OF AGENTS

No agent or employee of the Company has authority to make any promise, agreement, or representation not incorporated in its rules and regulations, and no promise, agreement, or representation shall bind the Company unless in writing, signed by an officer of the Company.

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RULES AND REGULATIONS

ADDITIONAL RULES FOR RETAIL CUSTOMERS ON LINES OUTSIDE OF DISTRIBUTION SYSTEMS (RULES 12-14)

12. CONDITIONS UNDER WHICH SERVICE WILL BE RENDERED

Applications for service from a transmission, gathering, or storage line outside of the Company's distribution system will not be accepted unless such line is being operated in a manner which will permit gas to be served to the Applicant without interference with the Company's operation. Applications will be accepted only with the understanding that the use or manner of use of the Company's line from which gas is to be supplied is not permanent and that service to the Applicant is subject to temporary or absolute change or discontinuance at the sole discretion of the Company which may at any time remove, repair, or change the use or manner of operating said line after having first canceled the service contract with the Applicant by thirty days written notice to him. The customer agrees that the Company shall have the right to discontinue service for any such reason or in accordance with any other published rule or regulation of the Company, and the customer further agrees that during the term of service the Company shall not be liable for any deficiency in the supply of gas caused by the use of compressing stations, breakage of lines, or other causes or for any claim for damages on account of any matters set forth in this paragraph, subject to the terms and conditions of Rule 8 of this tariff. Every Applicant must obtain adequate and suitable written rights-of-way and regulator sites, and permit copies thereof to be made before the Company will make any tap or connection for service or install any regulating apparatus for Applicant.

13. CONNECTION FOR SERVICE AND RESPONSIBILITY THEREFOR

The Company will furnish gas service from a transmission, gathering, or storage line, subject to the conditions of Rule 12, Rule 14, and its other rules and regulations, at the varying pressures at which the line is operated from time to time. The Applicant assumes all risks from variation in pressure, defects in pipe, connections, and appliances, from the escape and leakage of gas, from the sticking of valves and regulators, and from the burning of gas on his premises and like causes incident to the use of gas. The Applicant shall provide at his own expense and risk the necessary service line from the place of consumption or other mutually agreed upon delivery point to a point designated by the Company near the Company's pipe line from which gas is to be supplied for safely conducting the gas from the stop or shutoff valve on the connection which the Company will make with its pipe line to the place of consumption or other mutually agreed upon delivery point.

14. COST OF CONNECTION

The Company will at its own cost tap its line and furnish and lay a service line terminating with a stop or shutoff valve at or near the point designated by it under Rule 13. Connection for service will be made under Rule 4.

SPECIAL RULES APPLICABLE TO INDUSTRIAL CUSTOMERS (RULE 15-16)

All service to industrial customers is made subject to the following special rules. The foregoing rules are also applicable to such service unless inconsistent with the following rules.

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RULES AND REGULATIONS

15. METERS AND REGULATORS

All gas delivered to the customer shall be delivered at and measured by a standard meter to be placed by the Company upon the customer's premises or at another delivery point, as determined by the Company. The said meter or meters and any necessary regulators shall be owned by the Company, and the Company shall pay the cost of keeping the meters and regulators in repair; customer will furnish and maintain suitable building or buildings for same but said meters and regulators shall be at all times open to inspection of both the Company and the customer for the purpose of seeing that they are in a condition of good repair. The customer, or owner of the property where the meter is located, shall not construct any structure(s) on, or around the meter, or permit any obstruction that blocks or encumbers access to the meter. In the event a meter is obstructed and the Company is unable to obtain access, the Company may take necessary action to obtain access to the meter and the Company shall not be liable for any damage or loss to the property of the customer or the property owner.

All meters shall be owned by the Company, and said meters and any regulators in connection therewith shall be at all times open to inspection by both the Company and the customer for the purpose of seeing that they are in condition of good repair. The meter providing service to the customer's premises shall be placed on the property located on the premises. Any meter located on property owned by a third-party who is not the customer or the owner of the real property where the premises is located, shall be relocated to an appropriate location that complies with this Rule.

16. RESPONSIBILITY FOR FIRE, EXPLOSIONS, AND FAILURE OF SUPPLY

The Company shall not be responsible for any lines laid beyond the meter; shall not be held liable for any damage or loss to person or property resulting from explosions or fire or from use of gas in the works of the customer; and shall not be liable for failure to furnish a sufficient supply of gas or for failure to transport the customer's gas to the customer for his purpose arising from any cause not the result of the willful and/or wanton misconduct of the Company, subject to the terms and conditions of Rule 8 of this tariff.

17. EMERGENCY CURTAILMENT

This rule has been adopted pursuant to regulations of the Commission set forth at Pa. Code §§59.71 – 59.75 entitled 'Gas Emergency Plans'.

The definitions for terms used in this Rule 17 shall be shown in Appendix A hereto.

An emergency exists whenever the aggregate demand of firm service customers on the Company's system or confined segment of the system exceeds or threatens to exceed the gas supply or capacity that is actually and lawfully available to the Company to meet the demands, and the actual or threatened excess creates an immediate threat to the Company's system operating integrity with respect to Priority-One customers. If this occurs, the Company may require each commercial and industrial customer, who is not a Priority-One customer, to reduce its consumption of gas. The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety; however, the authorized volume shall provide only the minimum volume of firm service necessary for the prevention of damage to plant equipment.

When all other service has been curtailed except for Priority-One service and the Company continues to be unable to meet Priority-One requirements, the Company shall exercise its judgment as to any further curtailment that may be necessary and shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary.

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. 17. EMERGENCY CURTAILMENT (continued)

The Company will specify in a notice of emergency curtailment the authorized daily consumption until further notice. An emergency curtailment may be made after oral notice to the customer effective when so given and confirmed in writing within 48 hours thereafter.

If a customer exceeds its authorized consumption during a period of emergency curtailment, then a customer shall be subject to penalties as set forth below:

Actual Usage as a Percentage of Emergency Authorized Consumption Penalty for Excess Takes(in Dollars Per Mcf)

Greater than 103% but not in excess of 110%

10

Greater than 110%

25

The Company shall have the right to waive any penalty for unauthorized use of gas.

The number of days of emergency curtailment multiplied by the authorized daily consumption volume shall be the customer's authorized consumption for the emergency curtailment period. The Company will determine actual consumption during the emergency curtailment period by actual measurement at the beginning and end of the emergency curtailment.

Discontinuance of Service and Curtailment

When the evidence available to the Company reasonably indicates that a customer is using gas in violation of this rule or an order of the Commission, the Company will discontinue all service to such customer unless the use causing such violation is discontinued within ten days after written notice from the Company. This provision shall not affect the Company's right or obligation to discontinue service under other provisions of this tariff, the rules and regulations of the Pennsylvania Commission, or for any other lawful right or reason. The Company will inform the Commission of any termination pursuant to this rule.

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17. EMERGENCY CURTAILMENT (continued)

Appendix A to Rule 17

<u>DEFINITIONS FOR TERMS USED IN EMERGENCY CURTAILMENT</u>

- 1. Alternate Fuel: Any fuel other than natural gas.
- Alternate Fuel Capability: The installed and operable ability to use any fuel other than natural gas on a time sensitive basis.
- 3. <u>Commercial Use</u>: Gas usage by customers engaged primarily in the sale of goods or services including but not limited to consumption by office buildings, institutions, and governmental agencies.
- 4. <u>Critical Uses</u>: Gas usage where natural gas is the only feasible form of energy due to its combustion characteristics, controllability, or chemical properties.
- Essential Human Needs Use: Gas usage by customers for service to any buildings where persons normally dwell, including but not limited to residences, apartment houses, dormitories, hotels, hospitals, and nursing homes.
- 6. <u>Firm Service</u>: Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
- 7. <u>Industrial Use</u>: Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power.
- 8. <u>Interruptible Service</u>: Natural gas services that can be temporarily discontinued under terms and conditions specified by tariff or contract.
- 9. NGDC: Natural gas distribution company.
- 10. NGS: Natural gas supplier.
- 11. <u>Noncritical Use</u>: Gas usage where natural gas is not the only feasible form of energy, that is, where the user has alternate fuel capability.
- 12. <u>Plant Protection Use</u>: Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility when such protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.
- 13. <u>Residential Use</u>: Gas usage in a residential dwelling or unit for space heating, air-conditioning, cooking, water heating, or other domestic purposes.

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18. PRIORITY OF SERVICE CURTAILMENT

Upon issuance of an order to initiate priority-based curtailments, the available gas supplies to the Company shall be allocated among its customers in accordance with the priorities of use listed below. Customers in higher priority will not be curtailed until all customers falling into the lower classifications have been completely curtailed; where only partial curtailment of any one classification is required, the implementation of curtailment shall be prorated, to the extent possible under the circumstances, based upon recent consumption data. The ability to curtail a Priority-One customer is not affected by whether the customer pays for standby service under Rate GS-SB. Following are the priority categories and subcategories listed in descending order. Small commercial and industrial customers as described below are those customers that use less than 25,000 Mcf per year. Large commercial and industrial customers as described below are those customers that use 25,000 Mcf per year or more:

- 1. a. Residential.
- 1. b. Firm critical commercial essential human needs.
- 2. a. Firm small commercial requirements, excluding critical essential human needs requirements in category 1., and firm large commercial and industrial requirements for plant protection.
- 2.b. Firm small industrial requirements.
- 2.c. Firm large critical commercial and industrial requirements, <u>excluding</u> firm critical commercial essential human needs requirements in category 1 and excluding firm large commercial and industrial requirements for plant protection in category 2.
- 2.d. Firm large noncritical commercial and industrial requirements other than requirements for boiler fuel use.
- 2.e. Firm large noncritical commercial and industrial requirements for boiler fuel use.
- 2.f. Contractually interruptible use.

19. SALES OF GAS FOR RESALE

All gas sales to residential customers are to the ultimate purchaser and are not to be resold for profit.

20. SERVICE AGREEMENT & FLEXIBLE RATES

Service agreements for delivery services are not required unless the customer consumes more than 50,000 Mcf per year or has negotiated a delivery rate less than the maximum rate. When a service agreement is required, an agreement for a minimum of one year must be executed by each Applicant as a condition to receiving delivery service, unless the Company agrees to a shorter term. The Service Agreement, when required, shall include but not be limited to: 1) the point(s) at which the Company will receive customer's gas; 2) the points at which the Company will deliver customer's gas to customer's facilities; 3) pressure, maximum and minimum daily volumes and annual delivery service volumes. Delivery of gas will not begin until a Service Agreement is fully executed.

Specific components of a customer's rate may be lowered or waived if such an adjustment is required to meet competition from an alternative fuel source, for economic development purposes, or for service to new facilities. Determination of eligibility for a flexible rate will be made by the Company and execution of a contract by the customer. When the discount is based on competition from an alternative fuel source, the customer will be required to certify the existence of the alternative fuel source. Prior to flexing distribution charges for distribution service customers, the Company may reduce charges that are for recovery of balancing charges, AVC capacity charges, and/or the retainage percentage applied to the gas received on behalf of the distribution service customer.

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RULES AND REGULATIONS

SPECIAL RULES APPLICABLE TO ALTOONA AND JOHNSTOWN AND VICINITY (Rules 21 and 22)

21. CONNECTION FOR SERVICE

In the city of Altoona, Blair County, and the city of Johnstown, boroughs of Ferndale, Westmont, Lorain, Dale, Southmont, and townships of Lower Yoder, Upper Yoder, and Stony creek, and vicinity in Cambria County, and not elsewhere, the following rule has been adopted and is applicable in place of Rule 4 above: The meter and all pipes, fittings, and stop cocks furnished by the Company on the premises shall remain the property of the Company which shall have the free right and privilege of ingress and egress at all reasonable times, to lay, maintain, inspect, operate, repair, and finally reclaim its property and for reading and change of meters.

22. LEAKS AND WASTE

In the city of Altoona, Blair County, and the city of Johnstown, boroughs of Ferndale, Westmont, Lorain, Dale, Southmont, and townships of Lower Yoder, Upper Yoder, and Stonycreek, and vicinity in Cambria County, and not elsewhere, the following rule has been adopted and is applicable in place of Rule 7 above: The customer shall use all due care to prevent waste of gas. It is the responsibility of the customer to exercise all due care in the detection of leaks and defects in the service pipes, meter, fittings, and stop cocks on the customer's premises and in case of failure or deficiency of gas, leakage, excess pressure, or other dangerous developments incident to the handling of gas, the customer agrees to give immediate notice thereof to the Company at its office and to take the necessary precaution to prevent explosion and fire, and the failure of the customer to do so, should loss or injury follow, shall be evidence of the customer's negligence and shall relieve the Company from liability for such loss or injury.

23. ORDER OF GAS DELIVERIES THROUGH THE METER FOR BILLING PURPOSES

For purposes of billing more than one type of service provided by the Company to a customer through one meter, the following order of application of rates shall be used:

- a. Rate GS-T
- b. Firm Retail or Standby
- c. Rate CER

24. OPERATIONAL FLOW ORDERS

To the extent the Company issues an operational flow order (OFO) pursuant to Rule 4 of its Supplier Tariff, a transportation customer shall comply (or direct its NGS to comply) with the same OFO conditions, including the penalty provisions, outlined in the Company's Supplier Tariff Rule 4. The Company may waive the penalties applicable under the Company's Supplier Tariff Rule 4, for transportation customers.

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25. SELECTION OF NGS

- a. When the Company receives notice that a customer has elected to switch NGSs or to return to the Company's Supplier of Last Resort service, the Company shall initiate the confirmation procedure described herein. Such changes shall coincide with the start of customer's billing cycle.
- b. Customers can obtain information at any time on the ability to select an NGS other than the Company by contacting the Company via letter, phone, e-mail, or by visiting the Company's internet web site. The Company will also periodically mail to customers information on the opportunity to choose an alternate supplier.
- c. Disclosure Requirements: If a customer selects an NGS, the customer should note that the NGS is required pursuant to the Commission's Customer Information Disclosure Guidelines at Docket No. M-00991249F0005, to disclose certain information to the customer, including but not limited to, agreed-upon pricing in the Company's standard pricing unit, conditions of pricing availability, the length of the agreement, cancellation provisions, and the three-day right of rescission.
- d. Selection and Set-up: The customer, or person or entity that is authorized to act on the customer's behalf, should contact their chosen NGS to initiate the request. When a customer, person or entity authorized to act on the customer's behalf contacts the Company with a request, the Company will inform such party to contact the NGS directly. After the Company has received notification from the NGS of the customer's request, the Company shall mail out a confirmation letter to the customer by the end of the next business day after the date the Company receives notification by the NGS of the new customer, asking the customer to notify the Company if information in the confirmation letter is inaccurate. Such confirmation letter shall include the customer's NGS, the applicable billing option, the approximate date when service from the new NGS will begin and the date that the first bill will be mailed, and notification that service may be terminated for failure to pay NGS supply charges. The confirmation letter also shall include the notice of a five (5) day waiting period in which the request may be cancelled by the customer before the change of the NGS takes place. The five (5) day waiting period shall start on the day the confirmation letter is mailed.

Should the Company receive notification from customer within the five (5) calendar days required under the confirmation letter that customer's gas service or gas supply election as described by the NGS is in error, the Company shall so notify the NGS. In case of notification by customer of such error, the Company shall continue billing customer under customer's current billing arrangement. Should the Company receive notification from customer that customer's gas service or gas supply election as described by the NGS is in error, but not receive such notification within the five (5) calendar days period, the Company shall advise the customer to contact the NGS to request cancellation and if requested by customer the Company will treat this as an alleged slamming complaint under Rule 26.

Should the Company receive notification by more than one NGS within a one-month period that the customer has elected said NGS to supply customer's natural gas, the Company shall proceed with the confirmation process using the first NGS which notifies the Company, unless the customer informs the Company such NGS is in error.

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26. COMPLAINT PROCEDURES

- a. General Complaints Inquiries and complaints from any customer will be received and processed in a timely manner. Residential customer inquiries and complaints will be handled in conformance with Chapter 56 of the Commission's Rules. When a customer inquiry or complaint relates to services provided by an NGS, the Company will refer the customer to the NGS for a response. If a customer inquiry or complaint involves issues or services provided by both the Company and the customer's NGS, the Company will coordinate the response to the customer inquiry or complaint from both parties. If a customer is dissatisfied with the Company's response, or indicates dissatisfaction with the NGS's response to the customer with respect to the NGS's services, the Company will inform the customer of the right to file an informal appeal with the Bureau of Consumer Services (BCS) at the Commission and provide the customer with the toll-free telephone number and mailing address of the Commission.
- b. <u>Alleged Slamming Complaints</u> To the extent a customer contacts the Company and alleges that its Supplier has been changed without the customer's consent, the Company shall:
 - Consider the matter a customer registered dispute;
 - ii. Investigate and respond to the dispute consistent with the requirements found in §§56.151 and 56.152 (relating to utility company dispute procedures) of the Commission's regulations.
 - iii. Within 10 days of notification or mailing of a utility company report, customer may file an informal complaint with BCS at the Commission.
 - iv. Potential Remedies Available to Customer:
 - 1. If the customer's dispute has been registered within the first two billing periods since the customer should reasonably have known of a change of suppliers and the dispute investigation establishes that the change occurred without the customer's consent, the Company shall return the customer to the previous commodity provider. Further, the customer will not be responsible for any supplier charges rendered during that period and the company responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision shall only apply to the supplier.
 - Further, the BCS or the Commission may direct that a customer who has had a supplier changed without having consented to that change may be switched back to the original supplier for no additional fee. Any charges involved in the switch back to the prior supplier shall be the responsibility of the company that initiated the change without the customer's consent.

In addition to customer-specific remedies, the Commission may, after investigation and decision, assess fines pursuant to Chapter 33 of the Public Utility Code, 66 Pa. C.S.§§3301, et seq., and initiate proceedings to revoke the license of any supplier that demonstrates a pattern of violating the Commission regulations. The Commission may order a particular supplier that has a pattern of violating the Commission regulations to obtain written authorization from every new customer as a condition of providing service in this Commonwealth.

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27. REQUEST FOR INFORMATION

- a. Upon customer request, the Company shall provide to its residential and small business customers appliance energy efficiency information that is readily available to the Company.
- b. Upon request, the Company shall provide to a residential or small business customer or the customer's designee, historical billing data, to the extent such information is readily available on Company's billing system. Historical billing data shall be conveyed in Mcf, and associated charges for the current billing period, and for the year preceding the current billing period. The initial request per year shall be provided at no charge to customer.

28. RELEASE OF CUSTOMER INFORMATION

a. The Company shall notify residential and small business customers of its intent to release private customer information before it releases such information to a third party, excluding those instances noted below in paragraph (c). The notification to customer shall provide a convenient method of notifying the Company of the customer's desire to restrict the release of the private information. Customer shall be permitted to restrict information as specified in this section by returning a signed form, orally or electronically. If the customer changes its election on the restriction of the release of information, the customer must inform the Company in a signed form. The Company shall use its best efforts to ensure that any request or a change in request for restricted information be processed in a timely and expeditious manner.

For all other customers, the Company will not disclose customer information to a third party, excluding those instances noted below in paragraph (c), without the consent of the customer.

Nothing herein shall preclude the Company from releasing aggregated customer information or non-private customer information to a third-party.

- b. Residential and small business customers may request that the release of its private information be restricted based on one of the following two restrictions:
 - Restrict the release of only the customer's historical billing data in the Company's standard pricing unit, or
 - ii. Restrict the release of all private customer information including name, billing address, service address, rate class, rate sub-class, account number and historical billing data in the Company's standard pricing unit.
 - If customer does not choose to restrict the release of information based on one of the two restrictions above, then all of the customer's private information may be released to a third party except for the telephone number. Telephone numbers may not be released to third parties under any circumstances.
 - iii. Nothing in this section prohibits the Company from performing its mandatory obligations to provide natural gas service as specified in the disclosure statement and in the Public Utility Code.
- c. The Company may release private information to (i) law enforcement officers, as part of a legal process (such as in response to a warrant, subpoena, or grand jury investigation issued by a court or governmental agency); (ii) to contractors providing utility-related services on behalf, of Peoples, but only to the extent necessary to render the service and subject to confidentiality and security obligations; (iii) to governmental agencies with jurisdiction over Peoples, when they require such information; (iv) to a third-party bill payment company, for the sole purpose of facilitating electronic payments to a natural gas account as requested by a customer; (v) to others as required by court order or by applicable laws, rules, or regulations governing Peoples; and (vi) to credit reporting agencies, and to collection agencies (if a natural gas account is assigned for collection).

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28. RELEASE OF CUSTOMER INFORMATION (continued)

d. The Company will retain Personal Information for as long as is reasonably necessary to meet its business needs and regulatory and compliance obligations.

29. AUTHORIZATION

A customer may identify persons authorized to make changes to the customer's account. To accomplish this, the customer must provide the Company with a signed document identifying, by name, those persons who have the authority to initiate any change to the customer's account, including a change of the customer's NGS.

30. RULES PART OF CONTRACT

These rules (1 to 29, inclusive), insofar as applicable, are hereby made a part of any contract for public utility service provided by the Company.

Contact Information.

A Customer is responsible for providing, and updating when necessary, accurate contact information including telephone number(s), billing address and email addresses, if provided. If a customer's contact information changes and the customer does not timely provide updated contact information, the Customer agrees and understands that the Company shall not be liable for any notices, statements or other communications that are otherwise undeliverable to the Customer.

The Company may use contact information to reach the customer to discuss their natural gas account, to respond to an inquiry that the customer sent to the Company or to keep the customer informed about the services, products and programs offered by the Company, and its affiliates and partners. By providing an e-mail address to the Company, the customer consents to receive communications from the Company electronically. If the customer provides the Company a with a cell phone number, the customer expressly agrees that the Company may contact the customer at this number to discuss their natural gas account. The customer also agrees to receive, from the Company and the Company's service providers, calls and messages, including prerecorded messages, calls from automated dialing systems and text messages. Normal cell phone charges may apply.

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31. GAS QUALITY

Unless otherwise agreed to by the Company through separate agreement, gas delivered by a supplier or producer shall not contain more than:

- (a) Seven (7) pounds of water per million cubic feet on an approved dew point apparatus.
- (b) Two (2) percent by volume of carbon dioxide.
- (c) Four (4) percent by volume total inerts including carbon dioxide, nitrogen, argon, and helium provided that total carbon dioxide content shall not exceed two (2) percent by volume.
- (d) Twenty-five hundredths (0.25) grains of hydrogen sulfide per 100 cubic feet.
- (e) Ten (10) grains of total sulfur per 100 cubic feet.
- (f) Two tenths (0.2) percent by volume oxygen.

Gas delivered into the Company's system should be free from oil, water, salt, gum, dust, and other foreign substances that might interfere with the marketability of the gas. Unless otherwise agreed to by the Company, the gas delivered shall contain not less than 967 Btu per cubic foot and shall not exceed 1,100 Btu per cubic foot (as determined by calorimeter test @ 60 degrees Fahrenheit and saturated with water vapor). Gas accepted by the Company that contains less than 967 Btu per cubic foot will be enhanced to ensure that gas delivered by the Company to customers shall meet Commission heating value requirements and the Company may charge for this.

32. OTHER FEES AND SERVICES

The following customer requested services will require a fee as defined below:

Temporary Customer Service Line Installation – If service to a premises would be discontinued due to a customer service line leak and gas service is required to serve essential human needs, the customer or occupant may request the installation of a temporary customer service line. If the Company is able to install such a line, at the occupant's or customer's request, the Company may charge a fee of \$300. The line shall be placed only for a temporary period and the Company reserves the right to identify the temporary period and remove the line if that period is exceeded.

Excess Flow Valve – At the Customer's request, the Company will install an excess flow valve. If the customer requests installation of the excess flow valve and the Company has not scheduled the location for a service line replacement or a new service line, or the customer requests the installation prior to the Company's scheduled installation time, the customer shall be responsible for the cost of the materials and installation to be paid prior to installation.

High Bill Investigation Fee – At the Customer's request, the Company will provide a scheduled visit to the customer's home to conduct an investigation into the usage measured and billed to the Customer for service. If the investigation identifies an error in the measurement of gas used, the fee will be waived. The fee for this service is \$75.

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RATE RS RESIDENTIAL SERVICE

AVAILABILITY

This rate is available to residential customers (other than those that the Company determines shall acquire service under Rate GS-SB) located throughout the territory described in the "Description of Territory" in this tariff and shall be applied to consumption for each month determined in accordance with Rule 10.

This rate will be used for provision of supplier of last resort service to residential customers.

RATE TABLE

Customer Charge per meter per month \$20.00

Delivery Charge per Mcf \$3.8753

The currently effective gas cost charges under Rider Purchased Gas Cost and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per customer per month. In the event of an emergency curtailment in the delivery of gas by the Company to a customer pursuant to Rule 17, or complete or partial suspension of operation by the customer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

The Company will assess a late payment charge of 1.50 percent per month when the Company receives the customer's full payment more than five days after the bill's due date. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the customer charge per meter for additional meters. An example of when such waiver may occur is when the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the customer's load characteristics.

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CUSTOMER ASSISTANCE PROGRAM (CAP)

AVAILABILITY

Rate CAP is a program designed to enroll residential customers who satisfy the criteria set forth below. Please refer to Peoples' Universal Service and Energy Conservation Plan on file with the PA PUC for a full description of the CAP program terms and conditions. In addition to the terms and conditions in this Tariff, Peoples' Universal Service and Energy Conservation Plan shall govern the provision of service under this rate category

- 1. Processing and verification by authorized agencies upon referral by the Company's offices, Customer Assistance Referral Evaluation Service (CARES) representatives, other agencies, or BCS.
- 2. Customer of the Company and using natural gas for space heating.
- 3. Annual income no greater than 150 percent of the federal poverty level. The Company will accept a customer's participation in an electric CAP program as verification of income, if the Company is satisfied that the electric company verifies income. For payment purposes, the customers will be defined as follows:
 - a. Group A Customers whose annual income has been verified as being from 0 to 50 percent of poverty.
 - b. Group B Customers whose annual income has been verified as being from 51 to 100 percent of poverty.
 - c. Group C Customers whose annual income has been verified as being from 101 to 150 percent of poverty.
- 4. A customer who meets the eligibility criteria for the Low Income Home Energy Assistance Program (LIHEAP) should complete an application for a LIHEAP grant when available.
- 5. The company will monitor the usage of CAP customers on an ongoing basis. Any unjustified excess CAP usage or unjustified CAP credit (designed as the difference between the CAP payment amount, including CAP Plus, and the current charges as billed under Rate RS) that exceeds a maximum of \$1,000 per year will be billed to the CAP customer. An increase in CAP usage or annual CAP credit over \$1,000 may be justified if the CAP customer can demonstrate the household has experienced the addition of a family member; a member of the household experienced a serious illness; energy consumption was beyond the ability of the household to control; or the household is located in housing that is or has been condemned or has housing code violations that negatively affect energy consumption. Before responsibility for the excess CAP usage is imposed on the household, the Company shall notify the customer of the grounds for exemption and assure that the customer has received and understands the grounds for exemption.
- 6. Agreement by customer to apply for any other energy assistance programs, if available, as referred to by the Company.
- 7. Customers will automatically be enrolled in CAP if:
 - a. the customer has defaulted on a payment arrangement, and
 - b. the customer has received a LIHEAP payment within the past two years.

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CUSTOMER ASSISTANCE PROGRAM (CAP)

RATE TABLE

Customers will pay a specified percentage of their monthly income or \$25/month, whichever is greater. The applicable percentage by Group follows:

Group ¹	<u>Percentage</u>
Α	8%
В	9%
С	10%

If the customer's monthly CAP payment, as calculated above, exceeds the otherwise applicable monthly budget payment amount, the monthly budget payment amount will be accepted as the CAP payment. The Company will review any customer account where usage exceeds 125% of the customer's annual usage. In cases where the Company determines that the increase in a CAP customer's usage is unjustified, the Company will provide the customer with conservation information, refer the customer to a usage reduction program, and bill the customer for excess usage.

CAP Plus

Effective November 1, 2011, LIHEAP receipts for customers participating in the CAP program for the previous LIHEAP heating season will be divided by the total of (1) current active CAP and E-CAP participants; and (2) the projected average number of CAP and E-CAP participants to be added for the projected quarter to arrive at a calculated CAP Plus amount. The calculated CAP Plus amount, up to a maximum of \$5 per month, will be added to the calculated monthly CAP or E-CAP payment described above for all participating CAP and E-CAP customers.

PAYMENTS TOWARD ARREARAGE

In addition to the customer's obligation under the Rate Table above, the customer also shall make payments of \$2 per month toward any pre-program arrearage.

SURCHARGES

All riders to this tariff, as would otherwise be applicable to Rate RS with the exception of Rider Universal Service.

LATE-PAYMENT CHARGES

No late-payment charges shall be applied to arrearages existing at the time the customer begins receiving service under Rate Schedule CAP. Late-payment charges will not be applied during participation in the CAP program.

1/ Defined under Availability Criteria 3.

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CUSTOMER ASSISTANCE PROGRAM (CAP)

RULES AND REGULATIONS

- 1. Customer must recertify income eligibility annually.
- 2. If, at any time after acceptance into CAP, a customer's family size or income changes, the customer must notify the Company of the change within 30 days of the change. Failure to do so may result in the Company ending the customer's opportunity to receive service under CAP.
- 3. If a customer no longer satisfies the criteria set forth under Availability, with the exception of Item 4, the customer will no longer be eligible to receive service under CAP.
- 4. At the time of application for CAP, the customer will be advised of the importance of timely payments and energy conservation. The CAP screening administrator will review relevant assistance programs and offer help in applying for programs such as weatherization or energy assistance as appropriate. Energy saving tips will be provided and all participants will be advised that usage will be reviewed on an ongoing basis. Unjustified excess CAP usage will be billed to the CAP customer.
- 5. If a customer fails to allow access to the Company's meter or fails to provide meter readings in four consecutive months, the customer will no longer receive service under CAP.
- 6. Failure to make payments will result in the Company returning the participant to the regular collection cycle and may lead to termination of service. To avoid termination, the participant must pay the amount set forth in the termination notice prior to the scheduled termination date.
- 7. A customer whose service has been terminated pursuant to Rule 5 will be required to pay all CAP arrearages prior to reinstatement and will be advised of appropriate energy assistance programs, including LIHEAP, LIHEAP Crisis and Dollar Energy Fund, which are available to assist in restoration of service.
- 8. Customers who have been dropped from CAP for the reasons outlined above will be subject to normal termination procedures. The customer will receive a communication providing an opportunity to correct the problem before being removed from CAP.

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PILOT EXTENDED CUSTOMER ASSISTANCE PROGRAM (E-CAP)

This Rate is established as a Pilot and will close for new participation three years after this rate is approved by the Commission. All provisions of Rate CAP will additionally apply to participants of E-CAP.

AVAILABILITY

Rate E-CAP is a program designed to enroll residential customers who satisfy the criteria set forth below.

- a. Customer of the Company, using natural gas for space heating, who has a significant delinquent balance, broken payment arrangement, termination notice or lack of utility service.
- b. Annual income verified annually as being between 151 and 200 percent of the federal poverty level.
- c. Agreement by customer to apply for any other energy assistance programs, if available, as referred to by the Company and before enrolling in E-CAP.

RATE TABLE

Customers will pay 11% of their monthly income as their E-CAP Payment. If the customer's monthly E-CAP payment exceeds the otherwise applicable monthly budget payment amount, the monthly budget payment amount will be accepted as the E-CAP payment.

CAP Plus

Effective November 1, 2011, LIHEAP receipts for customers participating in the CAP program for the previous LIHEAP heating season will be divided by the total of (1) current active CAP and E-CAP participants; and (2) the projected average number of CAP and E-CAP participants to be added for the projected quarter to arrive at a calculated CAP Plus amount. The calculated CAP Plus amount, up to a maximum of \$5 per month, will be added to the calculated monthly CAP or ECAP payment described above for all participating CAP and E-CAP customers.

PAYMENTS TOWARD ARREARAGE

In addition to the customer's obligation under the Rate Table above, the customer also shall make payments of \$5 per month toward any pre-program arrearage.

SURCHARGES

All riders are applicable to this tariff, as would otherwise be applicable to Rate RS, with the exception of Rider Universal Service.

LATE-PAYMENT CHARGES

No late-payment charges shall be applied to arrearages existing at the time the customer begins receiving service under Rate Schedule E-CAP. Late-payment charges will not be applied during participation in the E-CAP program.

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RATE SGS SMALL GENERAL SERVICE

AVAILABILITY

This rate is available to commercial, industrial, and NGDC customers consuming less than 1,000 Mcf annually (other than those that the Company determines shall acquire service under Rate GS-SB or those that use natural gas as a motor vehicle fuel), located throughout the territory described in the "Description of Territory" in this tariff and shall be applied to consumption for each month determined in accordance with Rule 10.

This rate will be used for provision of supplier of last resort service to all commercial, industrial and NGDC customers.

For purposes of this Rate SGS schedule, Transitional Industrial customers shall consist of Peoples Division Industrial Ratepayers that took service on the Peoples Division Rate SGS rate schedule as of March 29, 2019. No other customers will be eligible for the Transitional Industrial rates. In addition, Transitional customers will not retain their Transitional status upon any discontinuance of service and will not be able to transfer their Transitional status to any other entity. These transitional customers may switch between rate schedules based upon their usage.

RATE TABLE

Customer Charge per meter per month:

For customers (including Transitional Industrial) with annual consumption less than 500 Mcf \$25.00

For customers (including Transitional Industrial) with annual consumption equal to or

greater than 500 Mcf but less than 1,000 Mcf \$40.00

Delivery Charge per Mcf \$2.8312

Delivery Charge per Mcf – Transitional Industrial customers \$2.4430

The currently effective gas cost charges under Rider Purchased Gas Cost and all charges under other applicable tariff riders are set forth on the Summary of Rates on page No. 3 of this tariff.

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RATE SGS SMALL GENERAL SERVICE

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per customer per month. In the event of an emergency, curtailment in the delivery of gas by the Company to a customer pursuant to Rule 17, or complete or partial suspension of operation by the customer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for commercial customers and 2.00 percent per month for industrial customers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the customer charge per meter for additional meters. An example of when such waiver may occur is when the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the customer's load characteristics.

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RATE MGS MEDIUM GENERAL SERVICE

AVAILABILITY

This rate is available to commercial, industrial, and NGDC customers consuming between 1,000 and 24,999 Mcf annually (other than those that the Company determines shall acquire service under Rate GS-SB or those that use natural gas as a motor vehicle fuel), located throughout the territory described in the "Description of Territory" in this tariff, and shall be applied to consumption for each month determined in accordance with Rule 10.

The Company shall determine the annual consumption of each MGS customer in order to assess the appropriate customer charge. This rate will be used for provision of supplier of last resort service to commercial, industrial, and NGDC customers.

For purposes of this Rate MGS schedule, Transitional Industrial customers shall consist of Peoples Division Industrial Ratepayers that took service on the Peoples Division Rate MGS rate schedule as of March 29, 2019. No other customers will be eligible for the Transitional Industrial rates. In addition, Transitional customers will not retain their Transitional status upon any discontinuance of service and will not be able to transfer their Transitional status to any other entity. These transitional customers may switch between rate schedules based upon their usage.

RATE TABLE

Customer Charge per meter per month:

For customers (including Transitional Industrial) with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf

\$100.00

For customers (including Transitional Industrial) with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf

\$200.00

Delivery Charge per Mcf

\$2.4794

Delivery Charge per Mcf – Transitional Industrial customers

\$2,1315

The currently effective gas cost charges under Rider Purchase Gas Cost and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

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RATE MGS MEDIUM GENERAL SERVICE

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per customer per month. In the event of an emergency curtailment in the delivery of gas by the Company to a customer pursuant to Rule 17, or complete or partial suspension of operation by the customer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for commercial customers and 2.00 percent per month for industrial customers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the customer charge per meter for additional meters. An example of when this charge may be waived is if the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the load characteristics of the customer.

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RATE LGS LARGE GENERAL SERVICE

AVAILABILITY

This rate is available to commercial, industrial, and NGDC customers consuming greater than 25,000 Mcf annually (other than those that the Company determines shall acquire service under Rate GS-SB or those that use natural gas as a motor vehicle fuel), located throughout the territory described in the "Description of Territory" in this tariff, and shall be applied to consumption for each month determined in accordance with Rule 10.

The Company shall determine the annual consumption of each LGS customer in order to assess the appropriate customer charge. This rate will be used for provision of supplier of last resort service to commercial, industrial, and NGDC customers.

For purposes of this Rate LGS schedule, Transitional Industrial customers shall consist of Peoples Division Industrial Ratepayers that took service on the Peoples Division Rate LGS rate schedule as of March 29, 2019. No other customers will be eligible for the Transitional Industrial rates. In addition, Transitional customers will not retain their Transitional status upon any discontinuance of service and will not be able to transfer their Transitional status to any other entity. These transitional customers may switch between rate schedules based upon their usage.

RATE TABLE

Customer Charge per meter per month:

For customers (including Transitional Industrial) with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf For customers (including Transitional Industrial) with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf For customers (including Transitional Industrial) with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf For customers (including Transitional Industrial) with annual consumption equal to or greater than 200,000 Mcf	\$700.00 \$1,300.00 \$1,400.00 \$1,600.00
Delivery Charge per Mcf For customers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf For customers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf For customers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf For customers with annual consumption equal to or greater than 200,000 Mcf but less than 750,000 Mcf For customers with annual consumption equal to or greater than 750,000 Mcf but less than 2,000,000 Mcf For customers with annual consumption equal to or greater than 2,000,000 Mcf For customers with annual consumption equal to or greater than 2,000,000 Mcf	\$2.4581 \$2.4109 \$2.3636 \$2.2454 \$1.9617 \$1.5127
Transitional Industrial Delivery Charge per Mcf For customers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf For customers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf For customers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf For customers with annual consumption equal to or greater than 200,000 Mcf but less than 750,000 Mcf For customers with annual consumption equal to or greater than 750,000 Mcf but less than 2,000,000 Mcf For customers with annual consumption equal to or greater than 2,000,000 Mcf For customers with annual consumption equal to or greater than 2,000,000 Mcf	\$2.1248 \$2.0840 \$2.0432 \$1.9409 \$1.7533 \$1.5127

The currently effective gas cost charges under Rider Purchased Gas Cost and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

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RATE LGS LARGE GENERAL SERVICE

MINIMUM MONTHLY BILL

The minimum monthly bill per meter shall be the customer charge per customer per month. In the event of an emergency curtailment in the delivery of gas by the Company to a customer pursuant to Rule 17, or complete or partial suspension of operation by the customer due to fire, flood, explosion, or other similar acts of God, the minimum monthly bill may be reduced in direct proportion to the ratio of the number of days of curtailed service or complete or substantial suspension of operation to the number of days in the billing period.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for commercial and NGDC customers and 2.00 percent per month for industrial customers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

WAIVER

The Company reserves the right to waive the customer charge per meter for additional meters. An example of when this charge may be waived is if the Company determines that such meters have been installed principally and primarily for the Company's convenience and not due to the load characteristics of the customer.

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RATE GS-T GENERAL SERVICE - TRANSPORTATION

AVAILABILITY

This service is available to provide for the delivery of transportation volumes to residential, commercial, (other than those that use natural gas as a motor vehicle fuel), industrial, and natural gas distribution company customers regulated by the Commission. Priority-one customers (as defined in Rule 17), must purchase standby service in accordance with the terms and conditions of GS-SB.

RULES AND DELIVERY TERMS

- (1) The entity to whom the Company delivers the transported gas shall be considered the customer under this rate schedule. The customer is responsible for paying the Company's bill unless the Company agrees to receive payment from a third party.
- (2) Any customer consuming less than 500 Mcf per year who wishes to acquire transportation service may do so as long as the customer agrees to collectively pool supplies for balancing purposes on the Company's System, in order to make provision of transportation service to these small consumers administratively feasible.
- (3) A single-entity customer is a customer with multiple meters and/or multiple locations within the Company's service territory which, in the sole determination of the Company, shall be recognized as one customer for administrative purposes. Any retail or standby service shall be billed as if an equal amount of gas passed through each meter of the single-entity customer each month. Only one bill will be issued each month to a single-entity customer.
- (4) The customer will pay for any investment costs required to receive the customer's gas into the Company's system at agreed-upon transportation gas receipt points. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.
- (5) A Transportation Agreement, as prepared by the Company, must be executed by the customer(s) with competitive alternatives to whom Rate GS-T is made available at less than maximum rate. This Agreement shall be for a minimum term of one year, unless the Company agrees otherwise. This Agreement may set forth the maximum daily volumes that may be transported and other negotiated conditions of service.
- (6) This service will be provided by the Company only if the customer provides gas of reasonable quality to the Company. The volumes, pressures, and receipt points will be agreed upon by the parties in advance and set forth in the Transportation Agreement or in the Company's pooling agreement with the NGS providing gas supply service to the customer.
- (7) Unless otherwise agreed to by the customer and the Company, the customer or its NGS is responsible for all arrangements required to acquire and to deliver the customer's natural gas to the receipt points set forth in the Transportation Agreement.
- (8) On those days when the transportation gas of an individual industrial customer who uses at least 50,000 Mcf annually is not received into the Company's system at its nominated level, or if the said transportation customer has failed to arrange for deliveries to be made into the Company's system on its behalf, and the Company determines that it may not be able to satisfy all the demands of its firm retail and transportation customers without exceeding its pipeline contract level, then the Company may declare an "upset day."

On an upset day, those customers described in this subparagraph No. 8, whose transportation volumes are not received at all or at the nominated level into the Company's system shall be restricted to the following consumption levels:

1) Transportation gas volumes received by the Company on the customer's behalf on that day; and

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RATE GS-T GENERAL SERVICE - TRANSPORTATION

RULES AND DELIVERY TERMS (Continued)

2) All standby volumes contracted for the month by the customer.

Transportation customers whose nominated daily volume are received in whole by the Company shall not be affected by the provisions in this subparagraph No. 8.

At least six hours prior to the beginning of an "upset day," the utility will provide notice to any one of three persons designated by the customer. After contact is attempted by the Company with the three persons designated by the customer, the Company will be deemed to have satisfied its notice obligations.

- (9) Unless otherwise agreed under paragraph (17) below, the Company will arrange its utilization of available capacity by endeavoring to fairly accommodate, to the extent practicable, the interests of its retail and transportation customers.
 - a. Available System Capacity for Transportation Service: Capacity for the transportation of customerowned gas is available on the Company's system to the same extent as capacity is available for the general system supplies that the Company acquires for its retail customers, except where operational constraints may require otherwise. Those operational constraints can include the safety of persons or property and the displacement of locally produced or purchased retail gas supplies.
 - b. Actual Unavailability of or Restrictions on Capacity: In the event that capacity on the Company's system either is unavailable for the transportation of customer-owned gas or is available but restricted, the Company will provide its transportation customer or the customer's designated representative with a written explanation of why capacity is unavailable or restricted and the steps examined by the Company to alleviate the unavailability or restriction. Where capacity is restricted, the Company will allocate capacity to its transportation customers without regard to the sources of the customers' natural gas supplies.
 - c. Anticipated Unavailability of or Restrictions on Capacity: Whenever the Company anticipates that an extraordinary activity or occurrence will make capacity either unavailable or available but restricted, the Company will provide written notice to Pennsylvania producers, as early as possible, of the specific portions of the Company's system on which capacity may be unavailable or available but restricted and of the length of time that the unavailability or restriction likely will last.
- (10) As soon as practical after the customer learns of any disruption or interruption in its supply of gas, the customer shall notify the Company.
- (11) The measurements at the point of receipt and delivery shall be the responsibility of the Company. All quantities of gas received, transported, and delivered shall be expressed in terms of "Mcf." A customer's gas received by the Company in Btus will be converted to Mcf using the current applicable conversion factor as determined annually in the Company's 1307(f) proceeding.
- (12) The Company shall retain 6.6 percent of the total volume of gas received into its system on behalf of all customers as gas used in Company operations and for unaccounted-for gas under Transportation Agreements that have been or are entered into pursuant to this rate, except in the following circumstances, where the Company may exercise its discretion to waive retainage in conjunction with a positive cost/benefit analysis:

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RATE GS-T GENERAL SERVICE - TRANSPORTATION

RULES AND DELIVERY TERMS (Continued)

- 1) If customer can obtain alternate transportation service via direct bypass;
- 2) If customer receives transportation service through Company-owned facilities which do not produce the retainage percentage set forth in this rate schedule;
- 3) If customer has a competitive offer from a non-PUC-jurisdictional entity;
- 4) If customer can demonstrate economic development or job retention considerations are present; or
- 5) If customer has a bona fide competitive offer from an alternative energy source.

As used in this rate schedule, "alternative energy source" shall not include natural gas service from other Natural Gas Distribution Companies.

- (13) Customer-owned locally produced gas received into the Company's system will be available as nominated by the customer or his agent in the current month. Nominations will be accepted if determined to be reasonable by the Company. Reconciliation of the actual volumes delivered to the Company's system to nominated volumes will be made in the first month available.
- (14) Monthly Balancing Provisions Applicable to Rate GS-T Customers Not Served by a Pool

The Company will bank for one month following the month that the customer's gas is available for the customer's use, up to 3.5 percent of the volumes delivered on the customer's behalf (net of the payback of advanced gas). Banked gas shall precede current deliveries of gas through the customer's meter during the month following the banking period. The Company will balance customer's daily deliveries with customer's actual daily consumption during the month. The Company will advance up to 3.5 percent of the volumes received on the customer's behalf in any month. The first gas received on the customer's behalf in the succeeding month will be deemed the payback of advanced gas. Any difference between the customer's consumption and deliveries shall be subject to the following charges:

Negative Monthly Imbalance - A negative imbalance fee will be assessed on consumption by the customer in excess of gas deliveries plus gas advanced and any contracted for standby service. The negative imbalance volume will be sold by the Company at the highest Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point for the month multiplied by 120%. Volumes sold by the Company are subject to applicable taxes.

Positive Monthly Imbalance - If the customer fails to use at least 96.5 percent of the volumes delivered to the Company on customer's account in any month, then the Company may buy the gas which has remained in the bank longer than the banking period or in excess of the amount used and banked in the month from the customer. The positive imbalance volume will be purchased by the Company at the lowest Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point for the month multiplied by 85%.

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RATE GS-T GENERAL SERVICE - TRANSPORTATION

RULES AND DELIVERY TERMS (Continued)

A balancing charge will be assessed against each Mcf of gas transported at \$0.3848 per Mcf for small and medium general service customers and \$0.0812 per Mcf for large general service customers. This rate will be recalculated in each of the Company's annual 1307(f) gas cost proceedings.

The balancing charge will not be assessed if (1) the customer is already paying the standby charge under Rate Schedule GS-SB on the same volumes or (2) if the customer or pool can match its supply and actual consumption on a daily basis in a manner satisfactory to the Company.

- (15) Backup service is available to customers under this rate schedule only under Rate GS-SB, unless the customer qualifies for service under Rate CER or unless otherwise agreed under paragraph (17) below.
- (16) The Company reserves the right, as a condition of service under this rate schedule, to require any customer requesting service under this rate schedule to install and bear the costs of enhanced metering capability. The Company also reserves the right to require installation of such metering capability, at the customer's expense, as a condition of continuation of service under this rate schedule.
- (17) When the customer purchasing service under this rate is using natural gas for generating power or steam for use by third parties, customer and the Company may require a separate (operating) agreement by which the customer and the Company will agree to, among other things, set limits on hourly or daily consumption; require provision of notice of customer's specific plans concerning intent to consume natural gas, the volume that will be used, the time period of which such consumption will occur, and when usage will end; establish criteria for interruption of all or part of customer's planned consumption, whether through transportation or retail service; establish penalties for failure of customer to adhere to agreed-upon usage levels or to interrupt consumption as agreed upon by the parties; agree upon the availability of retail service; and establish and impose any other rules or restrictions necessary to ensure reliable service for all customers.
- (18) The Company will from time to time make pipeline capacity available for release to transportation customers. Each release transaction will be made in accordance with and subject to applicable pipeline tariff requirements and necessary regulatory requirements.

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RATE GS-T GENERAL SERVICE - TRANSPORTATION

RATE TABLE

<u>Customer Charge</u> - The Company shall determine the annual consumption of each General Service customer in order to assess the appropriate customer charge.

\$20.00	Customer Charge per month per meter for all Residential customers.
\$25.00	Customer Charge per month per meter for all NGDC customers consuming less than 500 Mcf annually.
\$40.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 500 Mcf but less than 1,000 Mcf.
\$100.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf.
\$200.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf.
\$700.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf.
\$1,300.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 50,000 but less than 100,000 Mcf
\$1,400.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf.
\$1,600.00	Customer Charge per month per meter for NGDC customers with annual consumption greater than 200,000 Mcf annually.

For Residential Service Customers

greater than 200,000 Mcf. but less than 750,000 Mcf

greater than 750,000 Mcf. but less than 2,000,000 Mcf

greater than 2,000,000 Mcf

For Large General Service Customers with annual consumption

For Large General Service Customers with annual consumption

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\$3.8753

\$1.7533

\$1.5127

RATE GS-T GENERAL SERVICE - TRANSPORTATION

<u>Delivery Charge</u>, <u>Per Mcf</u> - the delivery charge will be negotiated by the Company and the customer and expressed in the Transportation Agreement.

The following is the maximum charge per Mcf for transportation service:

	*
For Small General Service Customers	\$2.8312
For Medium General Service Customers	\$2.4794
For Large General Service Customers with annual consumption greater than 25,000 Mcf but less than 50,000 Mcf	\$2.4581
For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf	\$2.4109
For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf	\$2.3636
For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf	\$2.2454
For Large General Service Customers with annual consumption greater than 750,000 Mcf. but less than 2,000,000 Mcf	\$1.9617
For Large General Service Customers with annual consumption greater than 2,000,000 Mcf	\$1.5127
The following is the maximum charge per Mcf for transportation service for Transitional Ind	ustrial Customers:
For Large General Service Customers with annual consumption greater than 25,000 Mcf. but less than 50,000 Mcf	\$2.1248
For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf	\$2.0840
For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf	\$2.0432
For Large General Service Customers with annual consumption	\$1.9409

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RATE GS-T GENERAL SERVICE – TRANSPORTATION

The delivery charge will be assessed on all volumes at the time of delivery to the customer, including current transportation and storage volumes withdrawn and delivered to the Company. A transportation standby charge will be applicable to all volumes transported under Rate Schedule GS-T for Priority One customers (refer to Rate Schedule GS-SB).

The currently effective gas cost charges under Rider Purchased Gas Costs and all charges under other applicable tariff riders are set forth on the Summary of Rates located on Page No. 3 of this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for residential customers will be made for failure to make payment in full for all charges billed by the Company within five days after the due date shown on the bill. A late-payment charge of 2.00 percent per industrial customers and 1.50 percent per month for commercial and NGDC customers shall be applied for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges. The overdue portion of the bill may include NGS supply charges purchased by the Company under the purchase of receivables provisions set forth in Rate SBS of the Company's Supplier Tariff.

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RATE GS-T GENERAL SERVICE - TRANSPORTATION

SURCHARGES

All applicable riders to this tariff.

CURTAILMENT

Service under this rate may be curtailed when gas supply shortages force the Company to invoke emergency curtailment provisions pursuant to Tariff Rule No. 17 because gas supply to Priority-One customers is threatened. Under this circumstance, the transportation customer must agree to sell its gas supply to the Company at either the customer's city gate price or at the Company's average gas cost contained in the prevailing 1307(f) rate applicable to that class of customer, whichever is greater, to be used to supply the needs of Priority-One customers.

LIABILITY

- 1. The Company shall not be liable for disruption of service under this rate or loss of gas of the customer as a result of any steps taken to comply with any law, regulation, or order of any governmental agency with jurisdiction to regulate, allocate, or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation, or order.
- 2. Gas shall be and remain the property of the customer while transported and delivered by the Company. The customer shall be responsible for maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.
- 3. The Company shall not be liable for any loss to the customer arising from or out of service under this rate, including loss of gas in the possession of the Company or any other cause, except upon gross negligence or willful misconduct of the Company's own employees or agents. The Company reserves the right to commingle gas of the customer with that of other suppliers and customers.
- 4. The Company will not be liable for disruption along upstream pipelines, or disruption caused by the Company's inability to physically receive the gas.
- 5. If service furnished pursuant to this rate is disrupted, the Company will notify the customer as soon as it is reasonably practicable. If delivery of volumes is disrupted for any of the above reasons, the Company shall not be liable for delivering said volumes at a later date.

ARRANGEMENT OF INTERSTATE TRANSPORTATION

At the request of a customer, other than an NGDC, the Company will act as its agent for arranging transportation of customer-owned gas by an interstate pipeline(s). The Company will bill the customer the applicable pipeline tariff rate(s) for any interstate transportation billed to the Company in its role as customer's agent for arranging interstate transportation.

ACCESS TO STORAGE SERVICE

The Company shall provide Non-Priority One customers and suppliers with access to storage capacity held by the Company on the Allegheny Valley Connector ("AVC") system, an interstate pipeline system subject to the regulation of the FERC, that was previously provided under Rate ST and ST-SW. Non-Priority One customers and suppliers shall have the annual option to accept all or a portion of such access to storage capacity offered by the Company. Unless Company and customer agree otherwise, Company shall not release more than 1/12th of the customer's annual usage. The Company shall assign and release such capacity to Non-Priority One customers or suppliers at an equivalent storage rate of \$0.83/Mcf. Company's release of such capacity shall, in all respects, be in accordance with the FERC Gas Tariff governing service on the AVC system and the applicable rules and regulations of FERC regarding the release of capacity, including FERC's posting and bidding requirements. The Non-Priority One customer or supplier is responsible for paying the pipeline for the capacity assigned under these provisions, which payments shall include all applicable surcharges for service on the AVC system. The Company shall not reimburse the Non-Priority One customer or supplier for these pipeline capacity charges.

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RATE GS-SB GENERAL SERVICE - STANDBY

AVAILABILITY

This service is available to transportation service customers served under Rate GS-T and/or customers who need or use the Company as backup service to service from an alternate supplier.

RULES AND DELIVERY TERMS

Priority-One Transportation Customers

Priority One customers must pay for standby service through a transportation standby charge applicable to all volumes transported under Rate Schedule GS-T. Backup service for Priority-One customers shall be provided pursuant to the applicable retail rate schedules.

Non-Priority-One Transportation Customers

The customer may execute a Standby Contract for a specified monthly volume. The term of the Standby Contract will be a minimum period of not less than one year. Customers that execute a Standby Contract will pay for standby service through a capacity charge applicable to contracted for monthly volumes and through a standby commodity charge applicable to all standby volumes actually purchased under Rate Schedule GS-SB.

Back-up Standby Service

If a customer is using the Company as back-up service to service from an alternative supplier, the Company shall charge the customer the standby service fees set forth in the rate table below. The Company reserves the right to determine when and the level to which a customer is using the Company as a backup supplier. In situations where the alternative supply is from local well production and before the Company provides backup standby service under the terms of this rate schedule, the Company shall have the right to inspect the pipeline and related facilities of the customer and require that the customer install, at its own expense, any necessary equipment to protect the integrity and safe operation of the Company's system.

RATE TABLE

Capacity Charges Applicable under the Rate Schedule:

RS Capacity Charge per Mcf	\$0.9953
SGS Capacity Charge per Mcf	\$0.9953
MGS Capacity Charge per Mcf	\$0.9953
LGS Capacity Charge per Mcf	\$0.9953

Standby Charges for Priority One Transportation Customers

For customers that pay the capacity charge, the Company may release pipeline capacity, the terms of which will be pursuant to the capacity-release terms of the Company's Supplier tariff and this rate schedule.

Priority-One customers who take service under this rate schedule, or their agents, must take assignment of a prorata or other agreed upon share of the pipeline and storage capacity and Pennsylvania produced gas supplies ("assigned capacity") that would otherwise be utilized by the Company to meet the customer's service requirements. Assigned capacity shall be subject to recall pursuant to the conditions described in the Company's Supplier Tariff, in which case the Company will provide for the delivery of necessary gas supplies pursuant to the terms of this rate schedule. More specific terms with respect to capacity assignment requirements may be set forth in the Company's Supplier Tariff and in its contracts with Priority One NGSs. However, such additional terms with respect to capacity assignment requirements shall be subject to review in the Company's annual Section 1307(f) proceeding.

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RATE GS-SB GENERAL SERVICE - STANDBY

RATE TABLE

Standby Charges For Non Priority One Customers With a Standby Contract

Standby volumes delivered to the customer will be billed at the applicable supplier of last resort rates, excluding the pipeline demand component that has been paid through the capacity charge up to the contracted for monthly volumes in the standby contract. Volumes consumed in excess of contracted for volumes will be billed using the imbalance fee formula shown in Rate GS-T, paragraph 13, plus applicable taxes.

Customers Using The Company as a Back-up Supplier

Any customer using the Company as back-up service to service from an alternative supplier shall be subject to the charges set forth below. The following charges shall be assessed in lieu of any other standby charges applicable under this rate schedule.

Monthly Capacity Charge – In order to recover demand related purchased gas costs incurred by the Company, the customer shall be charged a monthly capacity charge equal to the customer's projected annual natural gas usage divided by twelve and multiplied by the capacity charges set forth above in this Rate Table. The projected annual natural gas usage shall reflect the estimated volumes assuming that all of the customer's natural gas consumption is served by the Company. The Company may waive this fee if the customer is receiving gas supplies from a NGS and the customer can demonstrate that its NGS has agreed to serve its peak day usage requirements. This charge will be assessed instead of the Capacity Charge applicable under other rate schedules.

<u>Standby Customer Charge</u> – In order to recover the fixed non-purchased gas charges incurred by the Company, the customer shall be charged a standby customer charge on a monthly basis. The standby customer charge shall be the monthly Customer Charge otherwise applicable under other rate schedules.

SURCHARGES - All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 1.50 percent per month for residential customers will be made for failure to make payment in full for all charges billed by the Company within five days after the due date shown on the bill. A late-payment charge of 1.50 percent per month for commercial and NGDC customers and 2.00 percent for industrial customers will be made for failure to make payment in full for all charges billed by the Company by the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

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RATE NGPV

NATURAL GAS POWERED VEHICLES

AVAILABILITY

This rate schedule applies to use of natural gas retail or transportation service as a motor vehicle fuel to the operator of a public fueling station.

RULES AND DELIVERY TERMS

If transportation service is provided hereunder, the applicable rules and delivery terms under rate schedule GS-T apply.

RATES

Retail or Transportation service provided to an operator of a public fueling station, shall be made pursuant to a contract for service under this rate schedule. The contract may provide for a negotiated customer charge and either a fixed commodity charge or a methodology for determining the commodity charge.

If retail service is provided hereunder, the negotiated rate shall be no lower than the Company's average cost of gas, as determined from the Company's Section 1307(f) gas cost calculation. Any gas cost revenue collected as a result of providing retail service under this rate schedule will be reflected in the Company's 1307(f) mechanism.

Gas purchased under this rate schedule shall be separately metered and not used interchangeable with gas purchased under any other schedule.

SURCHARGES

All applicable riders to this tariff.

LATE PAYMENT CHARGE

A late-payment charge of 1.50 percent shall be applied for failure to make payment in full, for all charges billed by the Company, by the due date shown on the bill.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this rate schedule.

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RATE APPALACHIAN GATHERING SERVICE

AVAILABILITY

Service under this rate schedule is available to any party desiring to transport gas through the gathering system, as well as to deliver gas directly into the Company's distribution and transmission system, provided that:

- (1) a Master Interconnect and Measurement Agreement ("MIMA") has been executed between the Company and the party; and
- (2) the party is in compliance the MIMA, the provisions of this Rate Schedule and with all other provisions of this Tariff.

RATES

The gathering rate (\$/Mcf) will be set on a monthly basis in an amount equal to 12.4% of the beginning of the month price (\$Dth) published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point, but in no event shall be less than \$0.26 per Mcf, plus applicable retainage. The gathering rate shall not exceed the fully allocated cost of service associated with gathering system, as determined in the most recent base rate case proceeding.

Gathering of natural gas from unconventional sources, including but not limited to, horizontally drilled Marcellus and Utica shale gas and landfill gas, shall be negotiated and agreed to within the MIMA.

TERM

The terms for gathering service shall be a set forth in the MIMA.

CHARACTER OF SERVICE

The Company's only obligation under this Rate Schedule shall be to receive gas from any gathering receipt point and to permit that gas to flow against the existing pressure in the Company's facilities. Peoples shall not be obligated to lower such line pressure by compression or otherwise to accommodate receipts from local Appalachian producers under this Rate Schedule.

Service under this Rate Schedule shall be subject to Operational Flow Orders pursuant to Item 24 of the Rules and Regulations of this Tariff. Nothing in this Rate Schedule shall limit the Company's right to interrupt service or to take other action as may be required to alleviate conditions, which threaten the integrity of its system.

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RATE GL - GAS LIGHTS

APPLICABILITY

This rate shall be applicable throughout the territory served by the Company.

AVAILABILITY

Available for any gas lighting where the gas is not measured by meter.

USAGE

Consumption per light will be assumed at:

Residential 1.8 Mcf/Month
Commercial and Industrial 2.8 Mcf/Month

These volumes will be billed monthly under the customer's otherwise applicable rate schedule.

SURCHARGES AND RIDERS

Customers served under this rate schedule are subject to Rider Distribution System Improvement Charge (DSIC) except that the DSIC rate may be reduced or eliminated for any customer with competitive alternatives or negotiated contracts.

SPECIAL TERMS AND CONDITIONS

Gas will be supplied only to lamps furnished, erected, and maintained by the customer and equipped with devices satisfactory to the Company. Consumption and billing will be assumed to be continuous until customer notifies Company that gas light(s) has been permanently shut off and Company verifies to its satisfaction that service has been disconnected. Company may require gas lights to be metered except in instances where it is not economically feasible or is otherwise impractical, to be determined solely at the discretion of the Company.

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RATE CER COMPETITIVE ENERGY RATE

AVAILABILITY

This Rate Schedule CER - Competitive Energy Rate is a firm service available in the Company's sole discretion to residential, commercial, and industrial customers who would not request service from the Company but for the availability of service under this rate and whose competitive options are not solely limited to other NGDCs.

RULES AND DELIVERY TERMS

Any qualified customer taking service under this Rate Schedule shall do so by agreement.

The agreement shall set forth the percentage of consumption to be made available under this rate schedule. Volumes taken by the customer in excess of the percentage specific on this contract shall be billed at applicable retail rates.

The magnitude of service hereunder shall not exceed that service replaced or subject to replacement.

RATE

The rate will be negotiated between the customer and the Company and may be subject to periodic redetermination. The negotiated rate shall be no lower than the Company's commodity cost of gas at the time the contract is negotiated, as determined from the Company's Section 1307(f) gas cost calculation.

SURCHARGES

All applicable riders to this tariff.

LATE-PAYMENT CHARGE

A late-payment charge of 2 percent per month for industrial customers and 1.50 percent for commercial customers will be made for failure to make payment in full, for all charges billed by the Company, by the due date shown on the bill. A late-payment charge of 1.50 percent per month for residential customers will be made for failure to make payment in full within five days after the due date shown on the bill. This charge is to be calculated on the overdue portion of the bill, excluding any unpaid late-payment charges.

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RIDER STATE TAX SURCHARGE

There shall be added to gas bills rendered by the utility for retail gas service a surcharge of (0.00)% percent applied to the maximum delivery charge under tariff rate schedules Rate RS, Rate SGS, Rate MGS, Rate LGS, Rate GS-T, and Rate NGPV to reflect changes and new taxes imposed by the General Assembly.

The utility will recompute this surcharge whenever any of the tax rates used in calculation of the surcharge are changed. Any recomputation of this surcharge will be submitted to the Commission within ten days after the occurrence of the event or date which occasions such computation. If the recomputed surcharge is less than the one then in effect, the utility will, and if the recomputed surcharge is more than the one then in effect, the utility may, accompany such recomputation with a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be ten days after filing.

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RIDER PURCHASED GAS COST (1307(f) RATES)

COMPUTATION OF PURCHASED GAS COSTS

The purchased gas cost rates for Residential, Commercial, and Industrial Service customers shall be computed to the nearest one-hundredth cent $(0.01\claim{\phi})$ in accordance with the formula set forth below:

Demand = <u>DC- B - DOU</u>

S+P1AC+SBC

Commodity = $\frac{CC-R}{S+SBR}$

Over/Under Collection = E

S+SBR+MR

AVC Capacity = AVC-AVCOU

S+P1AC+NP1

(For definitions of "AVC", "DC", "CC", "E", "S", "SBC", "NP1", P1AC", "R", "B", and "DOU" refer to Section below this rider).

The purchased gas cost rates are as follows:

SALES	Capacity Charge –	Gas Cost	Natural Gas Supply	AVC Capacity
Rate Schedule	Demand 1/	Adjustment Charge	Charge –	Charge 1/
		- (Over)/Under	Commodity	_
		Collection		
Rate RS	\$0.9953	(\$0.0372)	\$3.8865	\$0.6225
Rate SGS	\$0.9953	(\$0.0372)	\$3.8865	\$0.5745
Rate MGS	\$0.9953	(\$0.0372)	\$3.8865	\$0.3750
Rate LGS	\$0.9953	(\$0.0372)	\$3.8865	\$0.2151

TRANSPORTATION	Capacity Charge	AVC Capacity Charge 1/
P1 Rate Schedule		
GS-T Residential	\$0.9953	\$0.6225
GS-T Commercial SGS	\$0.9953	\$0.5745
GS-T Commercial MGS	\$0.9953	\$0.3750
GS-T Commercial LGS	\$0.9953	\$0.2151

	T
TRANSPORTATION	AVC Capacity Charge 1/
NP1 Rate Schedule	
GS-T Commercial SGS	\$0.5745
GS-T Industrial SGS	\$0.5745
GS-T Commercial MGS	\$0.3750
GS-T Industrial MGS	\$0.3750
GS-T Commercial LGS	\$0.2151
GS-T Industrial LGS	\$0.2151

1/ The AVC Capacity Charge will be subject to adjustment through the ongoing 1307(f) mechanism as a result of a modernization and compliance tracker for system improvements on the AVC system.

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RIDER PURCHASED GAS COST (1307(f) RATES)

DEFINITIONS

"AVC": The projected capacity costs associated with the Allegheny Valley Connector Interstate Pipeline

System.

"AVCOU": Experienced net overcollection or undercollection of the AVC Capacity costs.

"DC": The projected demand or capacity cost of purchased gas (excluding AVC Capacity Charges).

"CC": The projected commodity cost of purchased gas.

"DOU": Experienced net overcollection or undercollection of the demand or capacity cost (excluding the AVC

Capacity Charges) of purchased gas, including any interstate pipeline refunds of demand costs. Any

changes in demand costs will be reflected in this calculation.

"E": Experienced net overcollection or undercollection of the commodity cost of purchased gas¹.

"S": Projected retail sales in Mcf during the application period.

"NP1": Projected volumes in Mcf for NP-1 transportation customers and any customer served by a NP-1

Supplier.

"P1AC": Projected volumes in Mcf for P-1 transportation customers who are assigned capacity.

"SBC": Projected contracted standby volumes in Mcf by NP-1 transportation customers.

"SBR": Projected retail commodity standby volumes in Mcf.

"R": Shared (savings) or costs for demand charge recovery from the capacity-release program.

"B": Balancing recovery.

"MR": Projected transportation volumes, in Mcf.

"Projected": The twelve-month period beginning with October 1 of the year that the calculation is made.

ADJUSTMENT TO BASE RATES

Whenever a change occurs in the calculation rates for collection of purchased gas costs, a corresponding change will occur in the base rates of applicable rate schedules.

FILING WITH THE COMMISSION

The Company shall meet all the filing requirements set forth in the regulations implementing Section 1307(f) of the Public Utility Code.

REPORTING REQUIREMENTS

The Company shall file quarterly reports within thirty (30) days following the conclusion of each computation year quarter. These reports will be in such form as the Commission shall have prescribed.

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¹Interest will be applied in accordance with the applicable law.

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RIDER AVC CAPACITY CHARGE

The AVC Capacity Charge is applicable to all customers with the exceptions defined below under Discounted Rate Customers and relates to the recovery of capacity costs incurred by the Company for firm transportation and storage service provided on the Allegheny Valley Connector ("AVC") System. The AVC system represents certain transmission and storage assets formerly owned and operated by the Company that are necessary to provide services by the Company to its customers. Upon Commission approval and implementation of the AVC Capacity charge, all customers shall receive an initia and one-time reduction to rates related to the elimination of costs for the transmission and storage assets formerly owned and operated by the Company.

The AVC Capacity Charge shall recover fixed demand charges and applicable surcharges assessed to the Company under the FERC Gas Tariff for firm transportation and storage services on the AVC System. The AVC Capacity Charge shall be adjusted to reflect ongoing changes in charges assessed to the Company. The AVC Capacity Charge shall not recover fixed demand charges related to storage capacity on the AVC system that is released to and paid for by Non-Priority One customers or suppliers. Applicable volumetric and fuel charges for service on the AVC System shall not be recovered through the AVC charge and such charges shall be paid for by the shipper utilizing the AVC capacity.

RATES

Refer to page 62 for the currently effective AVC Capacity Charge rates.

These rates will be recalculated on an annual basis in conjunction with the other Rider Purchase Gas costs and reported on as applicable in the annual filing as required in the regulations implementing Section 1307(f) of the Public Utility Code. The rates shall be calculated by customer class based on the results of the allocation factors set forth below and applicable billing determinants for each class.

ALLOCATION OF AVC CAPACITY COSTS

The fixed demand and applicable surcharges assessed to the Company for services on the AVC system shall be allocated to customer classes based on the allocation factors below.

The AVC Capacity Charge allocation factors are as follows:

Rate Class	<u>Allocation</u>
Residential	66.25%
SGS	11.94%
MGS	12.99%
LGS	8.82%

The Company will review the appropriateness of the AVC Capacity Charge allocation factors on an annual basis and such factors will be subject to review in the Company's 1307(f) gas cost proceeding.

ANNUAL RECONCILIATION

The AVC Capacity Charge costs will be subject to over/undercollection tracking and reconciled annually.

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RIDER AVC CAPACITY CHARGE

DISCOUNTED RATE CUSTOMERS

Upon Commission approval and implementation of the AVC Capacity Charge, all customers receiving a negotiated discount delivery charge under Rate GS-T shall: 1) receive an initial and one-time delivery charge reduction equal to the reduction applicable to all customers within its rate class; and 2) be assessed an initial AVC Capacity Charge equal to the AVC charges set forth immediately below. To the extent that a customer is receiving a discounted delivery rate that is less than the initial AVC charge set for below, such customer shall receive a delivery charge reduction that is equal to its discounted delivery charge and be assessed an initial AVC charge that is equal to its discounted delivery charge.

Rate Class	Initial AVC Charge
Residential	\$0.5063
SGS	\$0.5032
MGS	\$0.3306
LGS	\$0.0996

To the extent permitted under the customer's discounted rate contract, the Company may recover ongoing increases to the initial AVC charge from such customers.

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RIDER TRANSITION COST RECOVERY MECHANISM

- 1. This Rider establishes a mechanism for the recovery of nongas transition costs from the Company's customers, except to the extent that a customer uses transportation service under Rate GS-T for the delivery of gas transported solely on intrastate pipeline facilities. Nongas transition costs are defined as pipeline gas supply realignment costs and stranded costs.
- 2. For purposes of nongas transition costs recovery, the Company will assign its recoverable transition costs and any reconciliations of transition costs between two groups of customers--those customers whom the Company designates as "competitive" and those customers whom the Company designates as "noncompetitive." For purposes of this recovery mechanism, competitive customers shall include all customers to whom the Company charges less than its maximum tariffed retail or transportation rates in order to gain or maintain the customers' patronage in the face of competitive pressures. For purposes of this recovery mechanism, noncompetitive customers shall include all of the Company's customers who are not competitive.
- 3. The assignment of nongas transition cost responsibility to the Company's competitive customers shall be equal to that portion of the revenues that those customers contribute under the Company's program for the release of firm transportation pipeline capacity as set forth in this tariff, and that is designated, either through prearrangement or open bidding, as "transition costs." Notwithstanding the foregoing, the Company may charge a volumetric surcharge to competitive customers. Any additional recovery from competitive customers shall be credited against the nongas transition costs allocated to the Company's noncompetitive customers. The assignment of transition cost responsibility to the Company's noncompetitive customers shall be equal to the difference between the Company's total nongas transition cost liability and the amount of that liability that is allocated to competitive customers.
- 4. A surcharge for the recovery of nongas transition costs from noncompetitive customers will be recalculated every three months, with the recalculations to be effective on or around January 1, April 1, July 1, and October 1 of each year. The Company will file the January 1, April 1, and July 1 recalculations on one day's notice to the Commission, and these filings are referred to in this rider as the "quarterly recalculation," and will file the October 1 recalculation on thirty days' notice to the Commission.
- 5. The surcharge will be designed to recover (a) those nongas transition costs that have been billed to the Company by interstate pipelines and (b) those costs that have been approved by the Federal Energy Regulatory Commission to be billed to the Company during the 12-month period following the surcharge filing date.
- 6. At the time of each quarterly recalculation of the surcharge, the Company will reconcile its actual billed costs over the three-month period that ends one month prior to the filing of the recalculation against the costs that had been projected for that same period and will incorporate the reconciliation within its recalculations; however, no adjustment will be made to reflect variations in billed throughput during such periods. The Company will accompany its recalculation of the surcharge that will become effective on October 1, 1994, with a reconciliation of actual transition cost revenues recovered from the Company's customers from the effective date of the surcharge through July 31, 1994, against the revenues projected to have been recovered over the same period, including adjustments to reflect volumetric variations. The Company will accompany its recalculations of the surcharges that will become effective on or around each October 1 after 1994 with a reconciliation of actual transition cost revenues recovered from its customers over the 12 months ending July 31 of the particular year against the revenues projected to have been recovered over the same 12-month period.

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RIDER TRANSITION COST RECOVERY MECHANISM

- 7. The Company will reduce the recoverable nongas transition costs allocated to its noncompetitive customers by the portion of the revenues that those customers are projected to contribute under the Company's program for the release of firm transportation pipeline capacity as set forth in this tariff and that is designated, either through prearrangement or open bidding, as transition costs. The Company will calculate the unit surcharge rates applicable to noncompetitive customers by dividing the recoverable nongas transition costs allocated to them, net of any reconciliations (including any additional nongas transition costs recovered by the Company from competitive customers under paragraph 3), and net of capacity release revenues as described in this paragraph, by the retail and transportation volumes projected to be consumed by noncompetitive customers, exclusive of those volumes of Pennsylvania-produced natural gas supplies transported by noncompetitive customers.
- 8. The surcharge rates applicable to noncompetitive customers are as follows:

Retail \$0.0000/Mcf Transportation \$0.0000/Mcf

The surcharge rates, if any, applied to competitive customers will be determined on an individual customer basis.

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RIDER SUPPLIER CHOICE

This Rider has been established to recover costs associated with Supplier Choice. The initial filing includes costs related to implementation and administration of the Account Number Access Mechanism per the Commission's Final Order at Docket No. M-2015-2468991 entered June 30, 2016 and costs associated with the implementation and administration of the Supplier Bill in accordance the Commission's Final Order entered August 20, 2015 at Docket No. M-2015-2474802.

The charges assessed per this rider shall be assessed to customers served under rate schedules RS, Commercial SGS, Industrial SGS, Rate GS-T – Residential, Rate GS-T Commercial SGS, and Rate GS-T Industrial SGS. Charges assessed per this rider shall not be applicable to customers served in the Company's CAP or Pilot E-CAP (E-CAP) program.

The Company shall provide a reconciliation of actual costs with actual revenues recovered under Rider – Supplier Choice for the twelve month period ended August 31. The rate will be adjusted annually for the resulting over/undercollection to be effective October 1.

Application of the Supplier Choice Charge shall be subject to review and audit by the Commission at intervals that it shall determine. The Commission shall review the level of charges produced by the Supplier Choice Charge and the costs included therein.

No interest shall be included in the Supplier Choice Charge.

The Supplier Choice Rider shall become effective upon Commission approval and shall remain in effect until otherwise directed by the Commission and until the final reconciliation statement is approved and charges fully recovered.

Supplier Choice Charge per Month \$0.0067

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RIDER MERCHANT FUNCTION CHARGE (MFC)

The Merchant Function Charge (MFC) shall be added to the gas cost charges applicable under rate schedules Rate RS, Rate SGS, Rate MGS, LGS and GS-T. The gas costs charges include the Capacity Charge, Gas Cost Adjustment Charge and Commodity Charge.

The MFC shall be updated quarterly effective with each 1307(f) rate change. The write-off factor used to calculate the quarterly MCF shall only be determined in a base rate case filing.

For residential customers receiving service under Rate RS and Rate GS-T, the MFC shall equal the write-off factor of 2.49% times the gas cost charges as set forth in Peoples' Rider Purchase Gas Cost. The current MFC applicable to Rate RS customers is:

Capacity Charge per Mcf	\$0.0248
Gas Cost Adjustment Charge per Mcf	(\$0.0009)
Commodity Charge per Mcf	\$0.0968
Total MFC per Mcf	\$0.1207

For Small, Medium, and Large General Service customers receiving service under Rate SGS, MGS, LGS and Rate GS-T, the MFC shall equal the write-off factor of 0.21% times the gas cost charges as set forth in Peoples' Rider Purchase Gas Cost. The current MFC applicable to these customers is:

SGS, MGS, LGS

Capacity Charge per Mcf	\$0.0021
Gas Cost Adjustment Charge per Mcf	(\$0.0001)
Commodity Charge per Mcf	\$0.0082
Total MFC per Mcf	\$0.0102

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RIDER UNIVERSAL SERVICE

This rider shall be applicable to all residential customers except for any residential customer served in the Company's Customer Assistance Program (CAP). This rider recovers costs related to the Company's universal service programs.

RATE

Rider Universal Service per Mcf \$0.4094

The charges assessed per this rider shall be assessed to residential customers served under rate schedules Rate RS and Rate GS-T. Charges assessed per this rider shall not be applicable to customers served in the Company's CAP or Pilot E-CAP (E-CAP).

Costs related to the following universal service programs shall be calculated and recovered per this rider: CAP; Low Income Usage Reduction Program (LIURP); Community Partnership for Weatherization; and the Emergency Furnace and Houseline Repair Program.

CAP Costs will be calculated to include the following components:

- 1. Projected CAP Credit The difference between the total Rate RS bill, excluding Rider Universal Service, and the CAP or E-CAP payment amount which is comprised of the sum of the percentage of income payment or minimum bill, whichever is greater, plus the CAP Plus amount. The projected CAP Credit shall be calculated based on current rates, current CAP or E-CAP payment amounts and projected normalized annual volumes for CAP and E-CAP participants. Separate CAP credit costs will be calculated for: 1) current active CAP and E-CAP participants; and 2) the projected average net change in the number of CAP and E-CAP participants for the projected quarter.
- **2.** Pre-Program Arrearage Forgiveness Projected CAP and E-CAP pre-program arrearage forgiveness costs for the projected annual period.

Costs for the LIURP, Community Partnership for Weatherization and Emergency Furnace and Houseline Repair programs will be calculated based on the projected number of eligible participants for the projected annual period. Recoverable CAP credit and arrearage forgiveness amounts will be reduced by 2.49% times the average CAP credit and arrearage forgiveness of existing CAP customers times the incremental number of CAP participants in excess of 16,725 CAP customers. Historical payment statistics will be utilized in the development of projected CAP credit and arrearage forgiveness amounts. Third party costs for the purposes of CAP administration and Universal Service call management will be included in the calculation of the Rider.

The applicable unit for this rider shall be determined by dividing the total costs universal service plan costs by the annual projected non-CAP residential volumes established in the most recent 1307(f) gas cost recovery proceeding. For bill display purposes, the unit rate calculated under this rider shall be included in a single delivery charge that also includes the residential delivery charge set forth in rate schedules Rate RS and Rate GS-T.

QUARTERLY ADJUSTMENT

Effective with each quarterly 1307(f) gas cost change, the unit rate under this rider shall be recalculated to reflect current cost data for the cost components outlined above. The updated rate will be filed to be effective one day after the filing.

ANNUAL RECONCILIATION

As part of the quarterly adjustment filing effective on April 1 of each year, the Company shall include a reconciliation of actual revenues recovered under Rider Universal Service and actual universal service costs incurred for the twelve month period ended December 31. The resulting over/undercollection will be included in the quarterly Rider Universal Service rate adjustment to be effective April 1.

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RIDER GAS PROCUREMENT CHARGE

For bill presentment purposes, the Gas Procurement Charge (GPC) shall be added to the Commodity Gas Cost Charge applicable to sales rate schedules Rate RS, Rate SGS, Rate MGS, Rate LGS and any other applicable sales service rate schedule under this tariff.

Recoverable Costs

The GPC shall include gas procurement costs incurred by the Company solely on behalf of its sales service customers. The GPC shall exclude any costs recovered through Rider Purchase Gas Cost - 1307(f) gas cost recovery mechanism. The GPC shall exclude any gas procurement costs incurred by the Company in support of transportation or shopping customers or programs.

Recalculation of the GPC

The costs to be included in the GPC shall be calculated in accordance with Commission regulations and shall be determined and updated in each base rate case filed by the Company. The GPC shall not be subject to reconciliation for any prior-period or over-or-under collections.

GPC Charge per Mcf \$0.0801/Mcf

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RIDER Distribution System Improvement Charge (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply consistent with the Commission Order dated May 23, 2013 at Docket No. P-2013-2346161 approving the DSIC.

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

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

Eligible Property:

- Gathering Lines (account 332);
- Storage Lines (account 353);
- Transmission Lines (account 367);
- Piping (account 376);
- Couplings (account 376);
- Gas service lines (account 380) and insulated and non-insulated fittings (account 378);
- Valves (account 376);
- Excess flow values (account 376);
- Risers (account 376);
- Meter bars (account 382);
- Meters (accounts 334,369,381);
- Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities; and
- Other related capitalized costs (accounts 303, 387, 391.02 and 392)

Effective Date: The DSIC will become effective for bills rendered on and after 7/1/2013.

Computation of the DSIC

The initial DSIC, effective July 1, 2013, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service during the (*three-month period ending one month prior to effective date*). Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month period ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

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

<u>Determination of Fixed Costs:</u> The fixed costs of eligible distribution system improvements will consist of depreciation and pre-tax return, calculated as follows:

1. **Depreciation:** The depreciation expense shall be calculated by applying the annual accrual rates employed in the Company's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.

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RIDER <u>Distribution System Improvement Charge (DSIC)</u>

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

Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Company's otherwise applicable rates and charges, excluding amounts billed for Rider State Tax Adjustment Surcharge and Rider Purchased Gas Cost. To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by one-fourth of the Company's annual projected revenue for distribution service (including all applicable clauses and riders), exclusive of Rider State Tax Adjustment Surcharge and Rider Purchased Gas Cost.

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

 $\begin{array}{rcl}
DSIC & = & \underline{(DSI^*PTRR) + Dep + S} & + & \underline{e} \\
& & & PQR & & PQR
\end{array}$

Where:

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

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

Dep = Depreciation expense related to DSIC-eligible property.

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

S = Synergy fees/(revenues); cost assessed (revenue received) for serving customers of another legal entity approved at G-2014-2448803.

PQR = Projected annual revenues for distribution service (excluding Riders A, B, H and J) from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period will be divided by four to arrive at a quarterly revenue figure.

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

Customer Safeguards:

- 1. Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.
- 2. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC including Synergy fees received, for the reconciliation period will be compared to the Company's eligible costs, including Synergy fees paid, for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection.

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RIDER <u>Distribution System Improvement Charge (DSIC)</u>

Customer Safeguards (cont.):

- 3. New Base Rates: The DSIC will be reset to zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.
- **4. Customer Notice**: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.
- 5. All Customer Classes: The DSIC shall be applied equally to all customer classes, except that the Company may reduce or eliminate the Rider DSIC to any customer with competitive alternatives or potential competitive alternatives and customers having negotiated contracts with the Company, if it is reasonably necessary to do so.
- 6. Earnings Reports: The DSIC will also be reset to zero, if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Company would earn a rate of return that would exceed the allowable rate of rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The utility shall file a tariff supplement implementing the reset to zero due to overearning on one-day's notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.
- 7. Residual E-Factor Recovery Upon Reset to Zero: The utility shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any overcollection to customers and is entitled to recover any undercollections as set forth in Section 4.B. Once the utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

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PILOT RATE MLX MAINLINE EXTENSION SERVICE

The Company, at its discretion, may offer service under this rider to a residential or commercial Applicant or group of Applicants who require extension of the Company's facilities to serve the Applicant(s) under Rule 4 of the Rules and Regulations Section of this tariff. This Rate provides the Applicant(s) with an option to pay a delivery rate set by the Company from the delivery rate tiers below in lieu of providing a contribution in aid of construction ("CIAC") determined in accordance with Rule 4 using rates RS or SGS. All Applicants at the time of construction as well as any future Applicants serviced by a facility extended under this rate will pay the same rate as the original Applicants. Future extensions of mainline from a previous Rate MLX project will be evaluated separately and assigned the greater of the MLX rate for the existing project or the MLX rate tier that will justify the project under Rule 4 on a standalone basis.

This Rider is established as a Pilot and will close for new participation five years after this rate is approved by the Commission.

Residential and Commercial Customers MLX Delivery Charge

The charges under this Rate will include the otherwise applicable RS or SGS customer charge and riders. Only the delivery rate will differ as is shown below.

Pilot Rate MLX delivery rates will be applied for each Mcf of gas used. The applicable rate will be selected from one of the tiers below for the entire extension. The Company will select the rate tier based on the minimum delivery rate required to cover the investment costs in accordance with Rule 4.

MLX Rate Tier	Re	sidential	Con	nmercial
1	\$	6.79	\$	5.10
2	\$	7.23	\$	5.54
3	\$	7.67	\$	5.98
4	\$	8.11	\$	6.42
5	\$	8.55	\$	6.86
6	\$	8.99	\$	7.30
7	\$	9.43	\$	7.74
8	\$	9.87	\$	8.18
9	\$	10.31	\$	8.62

Customer Service Line Costs

The rate chosen by the Company will include the cost of the customer's service line (curb to meter). The customer will maintain ownership of, and maintenance of, the curb to meter portion of the service line thereafter.

For customers tapping into a Pilot Rate MLX project after the initial construction, the cost of the curb to meter portion of the service line will be limited to the average cost of curb to meter installations for customers who were connected at the time of the mainline installation paid by the Company.

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Rider TCJA - TCJA SURCHARGE

To implement the effects of the Tax Cuts and Jobs Act (TCJA), on March 15, 2018 the Pennsylvania Public Utility Commission (Commission) issued a Temporary Rates Order at Docket No. M-2018-2641242 directing the utility to file its current base rates and riders as temporary rates, pursuant to Section 1310(d) of the Public Utility Code. 66 Pa. C.S. § 1310(d). Subsequently, on May 17, 2018 and June 14, 2018, the Commission entered Orders superseding the March 15, 2018 Temporary Rates Order directing the utility to establish temporary rates.

The TCJA rate is currently suspended. Within 60 days of the effective date of the new base rates, established in Docket No. R-2018-3006818, the Company will calculate the final refund due to customers including the:

- 1) refund of the tax savings associated with TCJA for the period January 1, 2018 through June 30, 2018 and
- 2) accumulated over or under collection while rate TCJA was in effect.

These above amounts due to customers will be refunded by means of a one-time bill credit within 120 days of the effective date of the new base rates.

Original Tariff Gas - PA PUC No. S-3 Cancels and Supersedes Tariff Gas - PA PUC No. S-2 and 46

PEOPLES NATURAL GAS COMPANY LLC

RATES AND RULES
GOVERNING THE
FURNISHING OF
SERVICE TO
NATURAL GAS
SUPPLIERS

ISSUED: January 28, 2019 EFFECTIVE: March 29, 2019

By: Morgan K. O'Brien President

375 North Shore Drive Pittsburgh, PA 15212

NOTICE

This tariff combines Tariff Natural Gas Suppliers – PA PUC No. S-2 for the Peoples Division and Tariff Gas – PA PUC No. 46 for the Equitable Division. Upon approval of this Tariff Natural Gas Suppliers – PA PUC No. S-3, all Peoples Natural Gas suppliers (including the former Peoples and Equitable Divisions) will be subject to the rates and rules set forth herein.

This tariff makes changes to existing rates. (See page 2)

GAS—PA PUC NO. S-3 ORIGINAL PAGE NO. 2

LIST OF CHANGES

Page	Page Description	Revision Description
Cover	Cover Page	Company address updated.
Page		
2, 2A	List of Changes	List of Changes
4	Definition of Terms	Dekatherm and Customer definitions added, "Ratepayer"
		changed to "Customer", "S" in Supplier capitalized.
5	Definition of Terms	"Ratepayer" changed to "Customer". Ratepayer definition
		deleted. "S" in Supplier capitalized.
6	Definition of Terms	"Ratepayer" changed to "Customer".
7	Rules and Regulations	"Ratepayer" changed to "Customer"; "S" in Supplier capitalized. Rule 2, (b) language updated.
7A	Rules and Regulations	Critical day planning language shortened. Additional language
		added for operational alert. Curtailment language shortened. "S"
_		in Supplier capitalized.
8	Rules and Regulations	OFO Procedures – Section i modified, Section iii deleted. "S" in Supplier capitalized.
9	Rules and Regulations	"Ratepayer" changed to "Customer". "S" in Supplier capitalized.
10	Rules and Regulations	"Ratepayer" changed to "Customer". "S" in Supplier capitalized.
11	Rules and Regulations	Additional language added to Section 6 – Creditworthiness, part
' '	Traics and regulations	C.
12	Rules and Regulations	"Ratepayer" changed to "Customer". "S" in Supplier capitalized.
13	Rules and Regulations	"Ratepayer" changed to "Customer".
14	Rules and Regulations	"Ratepayer" changed to "Customer".
15	Rules and Regulations	"Ratepayer" changed to "Customer".
16	Rules and Regulations	"Ratepayer" changed to "Customer". Added language to section
		(i) and deleted sections (ii) through (v).
16A	Rules and Regulations	Nomination and Reconciliation of Local Production Volumes –
		additional sections iv, v, and vi added.
16B	Rules and Regulations	"Ratepayer" changed to "Customer". "S" in Supplier capitalized.
17	Rules and Regulations	"Ratepayer" changed to "Customer". "S" in Supplier capitalized.
18	Rules and Regulations	"Ratepayer" changed to "Customer".
19	Rate P-1	Assignment of Capacity language added for Pool Operators with
		Peak Day Demand < 2,000 Dth per day. "Ratepayer" changed to
-00	Data D.4	"Customer".
20	Rate P-1	"Ratepayer" changed to "Customer".
20A	Rate P-1	"Ratepayer" changed to "Customer". "S" in Supplier capitalized.
21	Rate P-1	"Ratepayer" changed to "Customer".
22	Rate P-1	Moved prior pages 27-30 language up. "Ratepayer" changed to "Customer".
23	Rate P-1	Moved prior pages 27-30 language up. "Ratepayer" changed to
		"Customer". Negative Daily Imbalance and Positive Daily
		Imbalance Language modified. Pooling Fee and Pool-to-Pool
		Transfer Fee Eliminated.
27	Rate P-1	Page left intentionally blank. Language moved up to page 22.
28	Rate P-1	Page left intentionally blank. Language moved up to page 23.
29	Rate P-1	Page left intentionally blank. Language moved up to page 23.
30	Rate P-1	Page left intentionally blank. Language moved up to page 23.
31	Rate NP-1	Assignment of Capacity renamed AVC Capacity and language
		modified. "Ratepayer" changed to "Customer".

GAS—PA PUC NO. S-3 ORIGINAL PAGE NO. 2A

LIST OF CHANGES (CONTINUED)

31A	Rate NP-1	Rule 3 renamed. Rules 4 and 5 added.
32	Rate NP-1	Moved prior pages 34-35B language up. Rule 6 language
		modified. Rule numbering modified.
33	Rate NP-1	Moved prior pages 34-35B language up. Rule numbering modified.
		Monthly balancing role eliminated. Daily Load Forecasting and
		Balancing language modified. "S" in Supplier capitalized. Negative
		Daily Imbalance and Positive Daily Imbalance Language modified.
34	Rate NP-1	Moved prior pages 34-35B language up.
34A	Rate NP-1	Page left intentionally blank. Language moved up to page 32.
35	Rate NP-1	Page left intentionally blank. Language moved up to page 33.
35A	Rate NP-1	Page left intentionally blank. Language moved up to page 33.
35B	Rate NP-1	Page left intentionally blank. Language moved up to page 34.
37	Rate LGA	Rules 3 and 4 modified. Aggregation and Pool-to-Pool Transfer
		Fee Eliminated.
38	Rate SBS	"Ratepayer" changed to "Customer". Rule 3, item (c) language
		modified.
39	Rate SBS	Discount rates updated.
40	Rate SBS	"Ratepayer" changed to "Customer".

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DEFINITION OF TERMS

The following is a list of some of the most commonly used terms in this Tariff. In the event of a conflict between any of the definitions set forth below or those contained in a more specific provision of this Tariff, the definition contained in the more specific provision shall prevail.

<u>Aggregate Daily Consumption Volume</u> - The aggregate quantity of gas estimated by the Company to be consumed by all Customers served by the NGS on any day or the direct end user in an OFO situation under Rule 4 of the Tariff.

<u>Aggregate Monthly Consumption Volume</u> - The aggregate quantity of gas actually consumed by all Customers of Pool Operator's pool over their respective Billing Cycles for the month as determined by the Company through actual or estimated meter readings.

<u>Aggregator</u> - A broker, marketer or producer of natural gas which aggregates locally produced gas, injected directly into the Company's lines, into a pool.

<u>Billing Cycle</u> - The period that occurs between actual or estimated meter readings taken by the Company for billing purposes.

<u>Calendar Month Pool Sendout</u> - The sum of (1) the Aggregate Monthly Consumption Volumes plus (2) Pool-to-Pool Volumes nominated for the month.

<u>Calendar Month Pool Supply</u> - The sum of the Daily Available Volumes during the month as adjusted for any gas received from other Pool Operators during the month and any imbalance sales to or purchases from the Company.

<u>Chapter 56</u> – The Commission regulations that govern, among other things, metering, billing and collections for residential gas and electricity service.

<u>Commodity Charge</u> – A charge designed to recover the cost of producing or procuring natural gas.

<u>Commodity Service</u> – Service provided by the Company or a natural gas Supplier which involves the purchase of gas commodity by the Customer.

<u>Company</u> – The entity doing business as Peoples Natural Gas Company LLC.

<u>Customer</u> – Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the Customer for any premises, building, structure, etc. or (iii) is primarily responsible for payment of bills. A Customer includes anyone taking Supplier of Last Resort Service and/or Distribution Service under the Company's Retail Tariff.

<u>Daily Available Volume</u> - The total quantity of gas available to be allocated by the NGS for delivery by the Company to all Customers on any day. This quantity is equal to the total volume of gas actually delivered to the Company for the NGS's account on that day, less an appropriate retainage percentage, plus any adjustments associated with the reconciliation of local gas volumes and/or the reconciliation of monthly volumes as set forth in Rates P-1 and NP-1.

<u>Day</u> – A 24-hour period beginning at 10 a.m. and ending at 10 a.m. or as subsequently defined by natural gas industry standards promulgated by FERC.

Dekatherm (Dth) – 10 therms or 1,000,000 British thermal units ("Btu")

<u>Direct End User</u> – A Customer that receives distribution service from the Company and purchases commodity service from a natural gas Supplier who does not pool supplies under the Company's Rate P-1 or Rate NP-1.

GAS—PA PUC NO. S-3 ORIGINAL PAGE NO. 5

DEFINITION OF TERMS (continued)

<u>Local Gas Aggregation Agreement</u> - The Local Gas Aggregation Agreement between the Company and the NGS.

Mcf – 1,000 cubic feet of gas. This is a measure of gas usage.

<u>Measurement Operating Agreement</u> - The agreement between a producer of natural gas and the Company which sets forth the obligations and responsibilities for owning and operating measurement equipment for designated measuring stations.

<u>Monthly Available Volume</u> - The total quantity of gas available to be allocated by the NGS for delivery by the Company to all Customers for the applicable month. This quantity is equal to the total volume of gas actually delivered to the Company for the NGS's account for the applicable month, less an appropriate retainage percentage, plus any adjustments associated with the reconciliation of local gas volumes.

<u>Natural Gas Supplier (NGS)</u> – An entity that has received a license from the Commission and that sells natural gas to Customers that is delivered through the distribution lines of the Company.

<u>Non-Priority One Pool Operator</u> – A pool operator which aggregates natural gas supplies needed to satisfy the full requirements of one or more Non-Priority One transportation Customers of the Company.

<u>Non-Priority One Pooling Agreement</u> - The Non-Priority-One Pooling Agreement between the Company and the Pool Operator.

<u>Pool Operator</u> – A broker, marketer or producer of natural gas licensed as a gas Supplier by the Pennsylvania Public Utility Commission which has executed a Priority-One or Non-Priority One Pooling Agreement with the Company.

<u>Priority One Pool Operator</u> – A pool operator which aggregates natural gas supplies needed to satisfy the full requirements of Priority One transportation Customers of the Company.

<u>Small Business Customer</u> – A Customer receiving natural gas service for commercial or industrial use whose annual usage is equal to or less than 300 MCF.

<u>Supplier</u> – Shall include, but is not limited to, aggregators, brokers, marketers, natural gas distribution companies, natural gas suppliers or producers.

<u>Supplier of Last Resort</u> – The Company or another entity that provides natural gas supply services to Customers that do not elect another Supplier or choose to be served by the Supplier of last resort, Customers that are refused service from another natural gas supplier, or Customers whose natural gas Supplier fails to deliver the required gas supplies. Currently, the Company is the Supplier of last resort for all Priority-One Customers under the terms of this tariff. Each Customer may only have one Supplier of last resort.

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RATES AVAILABLE UNDER THIS TARIFF

Service is made available to NGSs under the rules, regulations, rates and terms contained in this tariff . The following rates are made available to NGSs:

Rate P-1 - Priority One Pooling Service

This rate is available to any broker, marketer or producer of natural gas which aggregates natural gas supplies needed to satisfy the full requirements of Priority One (P-1) transportation Customers of the Company.

Rate NP-1 - Non-Priority One Pooling Service

This rate is available to any broker, marketer or producer of natural gas which aggregates natural gas supplies needed to satisfy the full requirements of Non-Priority One (NP-1) transportation Customers of the Company.

Rate LGA - Local Gas Aggregation Service

This rate is available to any broker, marketer or producer of natural gas which aggregates locally produced gas injected directly into the Company's pipeline system.

Rate SBS – NGS Billing Service

This rate is available to the NGS which receives service under Rate P-1 or Rate NP-1 and elects to have the Company bill Customers for natural gas sold by the NGS.

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1. Sources of Supply

The Company agrees to receive, for the NGS's account, upstream pipeline transportation volumes, local gas volumes, storage volumes, Pool-to-Pool Volumes and Imbalance Trading Volumes.

In determining the volumes available for delivery to Customers in the applicable month, the Company may retain an appropriate percentage, as set forth in the Company's Retail Tariff, as gas used in Company operations and unaccounted for gas from upstream pipeline transportation volumes and local gas volumes as they are received by the Company. For purposes of determining storage inventory volumes, the retainage percentage shall be applied to volumes at the time the volumes are nominated for injection into storage. Pool-to-Pool Volumes and Imbalance Trading Volumes shall be added to the adjusted volumes.

Suppliers will pay for any investment costs and any other agreed-upon fees relating to the delivery of gas into the Company's system. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.

2. Measurement and Quality of Gas

All gas delivered shall be measured by meter. The term "mcf" as used in the Company's schedule of rates, shall mean 1,000 cubic feet of gas at no more than 8 ounces above an assumed atmospheric pressure of 14.4 pounds at whatever temperature the gas may be during the period of measurement. If gas is supplied from a low-pressure distribution system in which the pressure of the gas is regulated not to exceed 8 ounces, the measurement will be at whatever pressure the gas may be during the period of measurement. If gas is delivered from a high-pressure system, measurement will be corrected to a pressure base of 14.73 psia. If measurement is corrected for temperature, measurement will be corrected to 60°F.

Gas delivered into the Company's system should be free from oil, water, salt, gum, dust, and other foreign substances that might interfere with the marketability of the gas. Unless otherwise agreed to by the Company, the gas delivered shall contain not less than 967 Btu per cubic foot and shall not exceed 1,100 Btu per cubic foot (as determined by calorimeter test @ 60 degrees Fahrenheit and saturated with water vapor). Gas accepted by the Company that contains less than 967 Btu per cubic foot will be enhanced to ensure that gas delivered by the Company to Customers shall meet Commission heating value requirements, and the Company may charge for this.

Unless otherwise agreed to by the Company through separate agreement, gas delivered by a Supplier shall not contain more than:

- (a) Seven (7) pounds of water per million cubic feet on an approved dew point apparatus.
- (b) Two (2) percent by volume of carbon dioxide.
- (c) Twenty-five hundredths (0.25) grains of hydrogen sulfide per 100 cubic feet.
- (d) Ten (10) grains of total sulfur per 100 cubic feet.

The Company may enter into agreements with suppliers whereby the Company will agree to treat gas on behalf of a Supplier in order to meet such gas quality requirements outlined above. Should the Supplier not enter into such an agreement and fail to meet these gas quality requirements, the Company may refuse to accept gas delivered by the Supplier and should a Supplier cause damage to any metering, regulating and/or other equipment or interruption of service, the Supplier shall reimburse the Company for the costs to repair such damage and for any related costs which the Company may incur to restore service to Customers and/or repair facilities, including payments made by the Company to Customers in settlement of claims arising out of interruption of gas service. The Supplier agrees to allow the Company to make necessary gas samples to permit testing of the delivered gas to determine quality of gas delivered by the supplier.

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RULES AND REGULATIONS

3. Critical Day Planning

As events occur that could develop into system emergencies or lead to a threatening of system integrity, the Company may request and/or require NGSs or Customers to take certain actions to protect, maintain, or reestablish the safe operation of the system.

- a. Maintenance Alerts (MA) A maintenance alert is an announcement of actual or pending events related to various physical connections to the Company's system. These communications shall occur on an as needed basis and shall be communicated via the electronic bulletin board as soon as practical.
- b. Operational Alert (OA) An operational alert may be called during periods of projected increased or decreased consumer demand for natural gas. An "OA" is a request for specific action on the part of an individual NGS, or all NGSs. The NGSs are expected to respond to "OAs" as soon as practical by giving notice to the Company of their intended action. These communications shall occur on an as needed basis and shall be communicated via the electronic bulletin board and/or through email as soon as practical
- c. Operational Flow Order (OFO) An OFO is defined in paragraph 4 of the Supplier Tariff. NGSs are expected to comply with an OFO.
- d. Curtailment In the event of an emergency curtailment of Customer consumption, the Company will alert the appropriate NGS, and if appropriate, will coordinate with them responses to media and elected officials.

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4. Operational Flow Orders

a. Issuance of OFOs

The Company may issue, in its sole discretion, an OFO (Operational Flow Order) in any of the following circumstances: To the extent possible, the Company will provide a 24-hour prior notice of an OFO in situations where a prior indication of the need to issue an OFO exists.

- i. to alleviate conditions that threaten the operational integrity of the Company's system; or
- ii. to maintain pressures necessary for the Company's operations; or
- iii. to insure adequate flowing supplies are delivered to specific receipt points on the Company's system; or
- iv. to alleviate operational problems arising from overdeliveries or underdeliveries by NGSs or Customers transporting supplies for their own consumption ("Direct End User"), in violation of their agreements or Company tariffs.

b. OFO Procedures

In the event of the issuance of an OFO, NGSs and Direct End Users (or a Supplier that the Direct End User has arranged with and designated to the Company to receive notification of the OFO) will be directed to maintain its supply according to the steps set forth below.

- i. The NGS or the Direct End User must adjust supply nominations, including any Pool-to-Pool Volumes to equal Aggregate Daily Consumption Volume, with gas delivered at the points specified by the Company. The Company shall provide such estimates via the electronic bulletin board and/or through email as soon as practical.
- ii. Upon the NGS or Direct End User request, the Company will consider, if time permits, adjustments to the Aggregate Daily Consumption Volume or the Daily Available Volume to the extent such adjustment, in the Company's discretion, benefits system operations during the OFO event and if such adjustment is confirmable the Company.

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4. Operational Flow Orders (continued)

c. OFO Penalties

Failure to comply with an OFO may result in the following:

- i. The immediate recall of capacity assigned by the Company to the NGS or a Direct End User, if any, throughout the remainder of the OFO period. Further, in the event the NGS/Direct End User's failure to comply with an OFO contributes to the Company using other Customers' flowing supplies to meet the needs of end-use Customers of the NGS/Direct End User's and/or the Company's Retail Sales Demand, the Company may, at its sole discretion, recall or otherwise withdraw any capacity rights assigned to the NGS/Direct End User upon five (5) days written notice to the NGS/Direct End User (unless already recalled under the provisions of this section).
- ii. The billing of the incremental charges set forth below times the OFO shortfall which is defined as the imbalance between Daily Available Volume and its Aggregate Daily Consumption Volume as calculated by the Company, on those days subject to the OFO.

The OFO incremental charges shall equal:

- (1) the payment of a gas cost equal to the highest incremental cost paid by the Company on the date of noncompliance; and
- one month's demand charges and/or otherwise applicable storage and overrun costs. This charge shall not be imposed more frequently than twelve times in any thirty-day period; and
- the payment of all other charges incurred by the Company on the date of the OFO shortfall that are associated with the OFO shortfall; and,
- in the Company's discretion, an appropriate penalty charge, not to exceed \$15/Mcf.

The penalties set forth herein shall be billed to NGSs serving Customers under Rates P-1 or NP-1, or to Direct End Users (or a Supplier that the Direct End User has arranged with and designated to the Company to receive notification of the OFO).

iii. In the event the NGS/Direct End User's failure to comply with an OFO contributes to the Company using other Customers' flowing supplies to meet the needs of any Customer and/or the Company's retail sales demand, the Company may terminate the NGS's rights to operate on the Company's system under the applicable pooling and/or transportation agreements upon ten (10) days written notice to the NGS.

5. Billing and Payment

Each calendar month the Company shall render a statement of account to the NGS summarizing the charges due the Company, including any purchases by the Company.

The NGS shall pay the Company by wire transfer of federal funds unless the NGS and the Company mutually agree upon a method of payment other than wire transfer which will result in timely receipt of payment by the Company.

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5. Billing and Payment (continued)

Charges previously billed to the NGS by the Company, for which payment has not been received by the Company by the due date, will be assessed a late-payment charge of two percent (2%) per month on the unpaid balance.

If the Company has not received payment from the NGS for any services or charges, including late-payment charges, within fifteen (15) days of the statement date, the Company may deduct this unpaid amount from any payments accruing to the NGS under any agreement between the NGS and the Company or take gas in kind from the NGS in satisfaction of obligations and/or terminate the agreement with the NGS upon ten (10) days written notice to the NGS.

6. Creditworthiness

The Company shall not commence service or continue service to the NGS if the NGS fails to meet the creditworthiness criteria outlined in this Section.

The Company will base its creditworthiness evaluation on the financial information provided in response to the "Financial Information" and "Certificate" sections below.

a. Financial Information - In consideration of the opportunity to supply gas to the Company's Customers and in order for the Company to accept the NGS as the Supplier of gas to Customers of the Company, the NGS must provide the following financial information, provided, however, that such financial information will not be required by the Company if the NGS has obtained a Natural Gas Supplier License from the Commission within one year prior to the date it submits an application to the Company for approval to become a NGS of gas to Customers of the Company and that such information has been provided to the Company:

The NGS shall provide the following financial information:

- i. Financial statements, annual report or Form 10-K for the most recent fiscal year-end.
- ii. Current interim financial statements.
- iii. Listing of parent company, affiliates and subsidiaries.
- iv. Any reports from credit reporting and bond rating agencies which are available.
- v. A bank reference and at least two trade references.
- b. Certificate: The NGS shall deliver a certificate of a duly elected officer or authorized representative certifying the following:
 - i. The NGS is not operating under any chapter of the bankruptcy laws and is not subject to liquidation under any state law.
 - ii. The NGS is not subject to the uncertainty of pending or threatened litigation in state or federal courts or regulatory proceedings which could (1) cause a substantial deterioration in its financial condition, (2) cause a condition of insolvency, or (3) endanger its ability to exist as an ongoing business.
 - iii. The NGS does not have outstanding lawsuits, actions or judgments, which, individually or in the aggregate, could jeopardize its ability to remain solvent.

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6. Creditworthiness (continued)

- iv. The NGS has the power and authority to transact the business it transacts and proposes to transact, has obtained and holds a Natural Gas Suppliers License from the Commission and is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which failure to be in good standing would not, individually or in the aggregate, reasonably be expected to jeopardize its ability to transact the business it transacts or to remain solvent.
- v. The NGS has no delinquent balances outstanding for billings made previously by the Company or its affiliate, and the NGS must have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- c. The NGS has a continuing obligation to notify the Company in writing, within two business days, of the occurrence of any event which would render the NGS unable to provide the certificate required in paragraph (b) of this "Creditworthiness" section, as of the date such event occurred and within two business days of any other significant deterioration of its financial fitness or creditworthiness, including if the NGS's Credit Rating is downgraded below Ba3 from Moody's or BB- from S&P or Fitch. "Credit Rating" means the rating assigned to the NGS's unsecured, senior long-term debt obligations (not supported by third party security) by Moody's, S&P, or Fitch. The NGS shall also provide the Company a copy of the financial statements as specified in paragraph (a) of this "Creditworthiness" section upon request by the Company.
- d. Evaluation Process to Determine Financial Fitness:

To the extent the Company determines that the NGS's financial condition under paragraph (a) is questionable or the NGS cannot supply the certificate required under paragraph (b) above, the Company will require the establishment of a security enhancement based on the financial exposure imposed on the Company by the NGS for all service fees applicable per the rate schedules governed by this tariff. The amount of the security enhancement shall include the following components and shall be calculated based on the projected peak winter month usage served by the NGS:

- 1. All applicable pooling and aggregation fees;
- 2. All applicable billing fees; and
- 3. Projected imbalance fees using the maximum imbalance price multipliers and assuming that the NGS fails to delivery gas supplies during the peak month.

The Company shall consider the forms of security enhancements as set forth in 52 Pa. code §§ 62.102 – 62.114. The Company may also consider as a form of security such amounts collected by the Company on behalf of the NGS under Rate SBS of this tariff or such other security as is mutually acceptable to both the Company and the NGS. The Company reserves the right to determine which of these financial instruments shall be established as a security enhancement.

All information submitted or provided to the Company will remain confidential and be used solely for the purpose of evaluating the financial fitness or creditworthiness of the NGS. The amount of the security enhancement may be reviewed and modified based on the criteria established at 52 Pa. code §§ 62.102 – 62.114.

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7. Bonding Requirement

In addition to any creditworthiness requirements as set forth in Rule 6, the Company may also require that the NGS post a performance bond or any other security suitable to the Company, to cover any costs associated with the NGS prematurely discontinuing service to Customers or the NGS default of payments of Commission imposed financial penalties and restitution to Customers. The amount of the performance bond or other security shall be equal to \$2 times the volumes the NGS is expected to serve during the month of January. The level of the bond shall be recalculated annually.

The bonding requirement will be waived for that portion of the NGS's load used to serve Non-Priority One Customers whose annual consumption is 300 Mcf or more, but in such circumstance, the Company shall not be responsible to provide those Customers service as Supplier of last resort and the Company shall have none of the obligations arising under Section 2207(a) and (k) of the Public Utility Code. The Company may waive the bonding requirement related to delivery failure for the NGS that demonstrates to the Company's satisfaction that it will assign the gas supply contract to the Company in the event of a default. With regard to the latter, the Company, in its sole discretion, which shall not be unreasonably exercised, may waive the bonding requirement related to delivery failure if the NGS assigns its gas supply contracts acquired for purposes of serving its Customers on the Company's system (and if applicable, any related financial risk management contracts) to the Company in the event the NGS prematurely discontinues service to its Customers. Such waiver shall be subject to the following conditions:

- a. The NGS's Supplier agrees to assign applicable gas supply to the Company.
- b. The Company is satisfied with the relevant contract assignment language and applicable reasonable terms and conditions.
- c. The Company is satisfied with the NGS's supplier's credentials or the security of supply.
- d. The NGS agrees to reimburse the Company for any losses the Company suffers as a result of agreeing to the assignment of contracts, including, but not limited to, losses from a differential in the assigned gas prices and the NGS's contracted price with its Customers and losses resulting from the NGS's Supplier refusing to assign the relevant gas supply.

8. Procedures when a NGS Exits the System

Prior to exiting the Company's system the NGS shall provide the Company with two months prior notice. Upon the NGS's exit from the Company's system, the Company will serve the NGS's former Customers at the Company's Supplier of last resort rates, or at the agreed-to NGS price for the remainder of the billing cycle if the NGS discontinues service prior to the beginning of the next billing cycle. Any differences between the cost incurred by the Company and the NGS's price shall be recovered from the NGS. Any capacity or supplies previously assigned to the NGS will revert to the Company, including gas held in storage. If the NGS had used capacity not assigned by the Company to bring gas on to the Company's system, then the NGS agrees to offer to assign said capacity, including gas held in storage, to the Company, which the Company may, at its sole discretion, accept or reject.

Balancing for NP-1 and P-1 pools of both interstate and local supplies for the exiting NGS's final month of service shall be performed in accordance with the Balancing provisions under Rate NP-1. No imbalance price multipliers will be applied.

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RULES AND REGULATIONS

9. <u>Dispute Resolution Process</u>

The Company and each NGS will designate specific personnel for responding to complaints and disputes under this process.

The Company and the NGS shall use good faith and commercially reasonable efforts to informally and timely resolve all disputes that may develop between them. Failing such informal resolution, either party may initiate this Dispute Resolution Process by presenting a written Notice of Dispute that includes the names of the Parties and Customer(s), if any, involved and a brief description of the matters in dispute.

Within five (5) days of the Company's and/or the NGS's receipt of a Notice of Dispute, a designated senior representative of each of the Parties shall attempt to resolve the dispute on an informal basis.

In the event the designated representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.

If mediation is not successful, then the matter shall be converted to a formal proceeding before a Commission Administrative Law Judge.

Any party may file a complaint concerning the dispute with the Commission under relevant provisions of the Public Utility Code.

10. Standards of Conduct

- a. The Company shall apply its tariffs in a nondiscriminatory manner to its affiliated NGS and any nonaffiliated NGS.
- b. The Company shall not apply a tariff provision in any manner that would give its affiliated NGS an unreasonable preference over other NGSs with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or nondelivery, and all other services provided to its affiliated NGS.
- c. Mandatory tariff provisions shall not be waived by the Company for any NGS absent prior approval of the Commission.
- d. If a tariff provision is not mandatory or provides for waivers, the Company shall grant the waivers without preference to its affiliated NGS or non-affiliated NGS.
- e. The Company shall maintain a chronological log of tariff provisions for which it has granted waivers. Entries shall include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. The chronological log shall be open for public inspection during normal business hours and the Company shall post the log on its website for a period of at least three (3) months.
- f. The Company shall process requests for distribution services promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. The Company shall maintain a chronological log showing the processing of requests for transportation services. The chronological log shall be open for public inspection during normal business hours.

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RULES AND REGULATIONS

10. Standards of Conduct (continued)

- g. If the Company provides a distribution service discount, fee waiver or rebate to its favored Customers, or to the favored Customers of its affiliated NGS, the Company shall offer the same distribution service discount, fee waiver or rebate to other similarly situated Customers. Offers shall not be tied to any unrelated service, or incentive or offer on behalf of either the natural gas distribution company or its affiliated NGS. A chronological log shall be maintained showing the date, party, time and rationale for the action. The chronological log shall be open for public inspection during normal business hours.
- h. Subject to Customer privacy or confidentiality constraints, the Company shall not disclose, directly or indirectly, any Customer proprietary information to its affiliated NGS unless authorized by the Customer. To the extent that the Company does disclose Customer information without Customer authorization, it shall first seek the permission of the Customer consistent with the Company's tariff, any contractual obligations with the Customer and Section 62.78 of the Pennsylvania Code, and if the Customer grants permission, the Company shall contemporaneously provide this same information to other similarly situated NGSs in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliated NGS any advantage related to the disclosure. A chronological log shall be maintained showing the date, time and rationale for the disclosure. The chronological log shall be open for public inspection during normal business hours. This provision does not apply to the disclosure of Customer information made under a Customer assistance program mandated by state law or regulation.
- i. The Company shall justly and reasonably allocate to its affiliated NGS the costs or expenses for general administration or support services provided to its affiliated NGS.
- j. The Company shall not condition or tie the provision of any product, service or price agreement by the Company (including release of interstate pipeline capacity) to the provision of any product or service by its affiliated NGS.
- k. The Company shall not give its affiliated NGS preference over a nonaffiliated NGS in the provision of goods and services including processing requests for information, complaints and responses to service interruptions. The Company shall provide comparable treatment in its provision of such goods and services without regard to a Customer's chosen NGS.
- I. The Company and its affiliated NGS shall maintain separate books and records. Further, transactions between the Company and its affiliated NGS shall not involve cross-subsidies. Any shared facilities shall be fully and transparently allocated between the Company function and the affiliated NGS function. The Company accounts and records shall be maintained such that the costs incurred on behalf of an affiliated NGS may be clearly identified.
- m. The Company employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, as well as those responsible for marking and Customer service, shall not be shared with an affiliated NGS, and their offices shall be physically separated from the office(s) used by those working for the affiliated NGS. Such Company employees may transfer to an affiliated NGS provided such transfer is not used as a means to circumvent these interim standards of conduct.

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10. Standards of Conduct (continued)

- n. Neither the Company nor its affiliated NGS shall directly or by implication, falsely and unfairly represent to any Customer, the NGS or third party that an advantage may accrue to any party through use of the Company's affiliates or subsidiary, such as:
 - i. That the Commission regulated services provided by the Company are of a superior quality when services are purchased from its affiliated NGS; or
 - ii. That the merchant services (for natural gas) are being provided by the Company when they are in fact being provided by an affiliated NGS;
 - iii. That the natural gas purchased from a nonaffiliated NGS may not be reliably delivered;
 - iv. That natural gas must be purchased from an affiliated NGS to receive Commission regulated services.
- o. When affiliated NGSs market or communicate to the public using the Company's name or logo, it shall include a legible disclaimer that states:
 - i. That the affiliated NGS is not the same company as the Company.
 - ii. That the prices of the affiliated NGS are not regulated by the Commission; and
 - iii. That a Customer does not have to buy natural gas or other products from the affiliated NGS in order to receive the same quality service from the Company.

When an affiliated NGS advertises or communicates verbally through radio or television to the public using the Company name or log, the affiliated NGS shall include at the conclusion of any such communication a legible disclaimer that includes all of the disclaimers listed in this paragraph.

- p. Except in competitive bid situations, the Company shall not (a) jointly market or jointly package its Commission regulated services with the services of an affiliated NGS or (b) offer or provide to its affiliated NGS products or services, including bill inserts in its Company bills promoting an affiliated NGS's services or a link from the Company's web site, unless the Company offers or provides the products or service to all nonaffiliated NGSs on the same terms and conditions.
- q. The Company shall not offer to sell natural gas commodity or capacity to its affiliated NGS without simultaneously posting the offering electronically on a source generally available to the market or otherwise making a sufficient offer to the market. The Company shall maintain a chronological log of these public disseminations. The chronological log shall be open for public inspection during normal business hours.
- r. The Company shall utilize, unless otherwise agreed to by the affected parties, the following complaint and dispute resolution procedure for dealing with any alleged violations of any of the standards of conduct, with the exception of paragraph (i.), which are exclusively under the purview of the Commission:

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10. Standards of Conduct (continued)

- i. In the event a NGS alleges a violation of any of these Standards of Conduct provisions, the NGS must provide the Company with a written Notice of Dispute that includes the names of the Parties and Customer(s), if any, involved and a brief description of the matters in dispute. The dispute procedures in Section 9 shall apply to any Notice of Dispute issued per Section 10(i). A complainant bears the burden of proof consistent with 66 Pa. C.S. Section 332 (relating to Public Utility Code) in regard to the allegations and the Commission may impose penalties for such violations pursuant to 66 Pa. C.S. Section 3301.
- s. The Company shall keep a chronological log of any complaints, excepting paragraph (i.), regarding discriminatory treatment of NGS. This chronological log shall include the date and nature of the complaint and the resolution of the complaint. The chronological log shall be open for inspection during normal business hours.

11. Nomination Procedures

a. General Procedures

- i. All Transportation Volumes received for NGS's pool account at upstream pipeline transportation receipt points, local production volumes received for NGS's or Aggregator's account at local production receipt points and Pool-to-Pool transfer volumes shall be nominated to the Company in advance according to the procedures outlined in this section.
- ii. Nominations are to be transmitted to the Company via the Company's Electronic Nominations System and are to be received by the Company by the dates and times specified on the Company's Electronic Nomination System.

b. Nomination of Upstream Pipeline Volumes

 Upstream pipeline nominations must conform, in content and format, with Company specifications for transportation volume nominations, which shall include, at a minimum: NGS's contract number; upstream pipeline contract number; and requested daily transportation volume.

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b. Nomination of Upstream Pipeline Volumes (cont.)

- ii. The Company will either confirm, in total or in part, or reject NGS's transportation volume nomination based on the Company's operating conditions, the limits and requirements of the Company's system and facilities, previously confirmed nominations and timely confirmation by upstream pipelines. Accepted transportation volumes will be posted on Company's Electronic Nomination System. In order to support system operations, maintain system integrity, and minimize positive or negative imbalance volumes, the Company may request NGS to nominate and deliver transportation volumes to designated transportation receipt points. Such request shall be posted in advance on Company's Electronic Nomination System or through direct communication with the NGS. If, in Company's sole discretion, voluntary compliance by NGS fails to correct operational deficiencies, the Company may exercise it authority under Rule 4 of the Rules and Regulations to issue NGS specific and/or system wide OFOs.
- iii. Confirmed nominations will become effective on the date specified in the NGS's nomination and will remain in force until the last day of the current calendar month, subject to continued receipt by the Company from upstream pipeline of the confirmed volume, unless superseded by a subsequent transportation volume nomination or limited by operational conditions as mentioned above.
- iv. Nominations made in accordance with this Section do not relieve NGS of the obligation to submit corresponding nominations for service with an upstream pipeline.

c. Nomination and Reconciliation of Local Production Volumes

- i. No later than five days prior to the end of each month, the Company will set a Gross Production Projection (GPP) nomination for the following month for the metering stations identified in the agreement or other point of interconnection into the Company's System. The initial GPP nomination shall be based on recent available production data but may be subject to adjustment by the Company to reflect known and anticipated production changes provided (within 2 days) by the NGS or Local Gas Aggregator and confirmed by the Company. The confirmed GPP volume shall be used for reconciling local gas nominations and actual production.
- ii. The NGS or Local Gas Aggregator may request to change its GPP nomination during the month in accordance with the Company's Operating Rules for Local Gas Aggregation Service. The Company may, at its discretion, ask for additional justification for any nomination, which may result in an adjustment to the nomination.
- iii. Confirmed GPP nominations will be credited to the NGS's or Local Gas Aggregator's account on the date specified in the GPP nomination. When actual local gas aggregation volumes delivered into the Company's system are known, any discrepancies between actual and GPP nominations will be reconciled, in the first full calendar month following the determination of actual local gas aggregation volumes (the "Adjustment Month").
- iv. The volumetric discrepancy between the actual local gas aggregation volumes and the local gas aggregation nominations will be reconciled in the Adjustment Month by adjusting the NGS's or Local Gas Aggregator's monthly available volume or by other methods as made available by the Company, including, but not limited to, selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer.
- v. In the event that a pool ceases its existence and due to this, a negative imbalance results, the pool will be cashed out at the first of the month IFERC DTI Appalachia Index.
- vi. Unless otherwise agreed upon by the Company, monthly volumes delivered out of the pool must be baseloaded proportionately with regard to the number of days in the month.

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RULES AND REGULATIONS

d. Nomination of Pool-to-Pool Volumes

- i. Nominations must conform, in content and format, with the Company's specifications for Pool-to-Pool Volume nominations, as specified in the Company's Electronic Nominations System.
- ii. Such transfers may be used to resolve current daily imbalances created by the NGS's inability to match Daily Available volumes with the projected Aggregate Daily Consumption Volume and shall not be used to resolve daily imbalances occurring for any prior day or days.
- iii. Subject to the limits of the Company's operating conditions and facilities, and the reasonableness of the NGS's nomination as determined solely by the Company, the Company will either confirm, in total or in part, or reject the NGS's Pool-to-Pool Volume nomination.

e. Nomination of Assigned Pennsylvania-Produced Supplies

 All Pennsylvania-produced supplies assigned or sold to the NGS for a given month will be divided by the number of days of that month and automatically credited to the pool operator's Daily Available Volumes.

12. Confirmation of Customer Enrollment

When the Company receives notice that a Customer has elected to switch NGSs or return to the Company's Supplier of Last Resort service, the Company shall initiate the confirmation procedure described herein. Such changes shall coincide with the start of Customer's next billing cycle.

- a. The NGS must maintain either a mainframe computer or a personal computer that meets the processing capabilities required by the Company.
- b. The NGS shall notify the Company of new or deleted Customers via e-mail file in approved spreadsheet format. The NGS should notify the Company only of additions or deletions to its Customer list; existing Customers shall not be included.

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RULES AND REGULATIONS

12. Confirmation of Customer Enrollment (continued)

- c. Notification from the NGS of new or deleted Customer shall consist of the following information: Customer name, Service Address, the Company Account Number, Date and Time of file preparation, the NGS's assigned Pool Code (rather than the NGS name) and the NGS's assigned Rate Numbers, if the Company is billing on behalf of the NGS.
- d. The NGS may submit additions, changes or deletions from its Customer list to the Company on a daily basis. Such additions, changes or deletions from the Customer list will become effective for the service period reflected in the second bill issued following the date such additions, changes or deletions are submitted to the Company.
- e. The Company shall notify the NGS with a report via the Internet if a new Customer is not processed. The circumstances in which a Customer will not be processed may include, but are not limited to, the information provided by the NGS does not match the Company's required data elements, the Customer submitted by the NGS is not eligible for the requested service, and the Customer is no longer receiving service from the Company. Such report will be issued on the Company's web site following processing and will include the reason the Customer has not been processed.
- f. Once a prospective Customer's request has been processed, the Company shall mail out a confirmation letter to each Customer by the end of the next business day after the date the Company receives notification from the NGS that the Customer has elected to switch NGSs or return to the Company's Supplier of last resort service, asking the Customer to notify the Company if information in the confirmation letter is inaccurate. Such confirmation letter shall include, if appropriate, the Customer's pool operator choice as stated by the NGS, the applicable billing option, the approximate date when transportation service is to begin and the date that the first bill will be mailed.
- g. Should the Company receive notification from a Customer within the five (5) calendar days required under the confirmation letter that the Customer's gas service or gas supply election as described by the NGS is in error, the Company shall so notify the NGS. In case of notification by Customer of such error, the Company shall continue billing the Customer under the Customer's current billing arrangement. Should the Company receive notification from the Customer that the Customer's gas service or gas supply election as described by the NGS is in error, but not receive such notification within the five (5) calendar days period, the Company shall advise the Customer to contact the NGS to request cancellation, and if requested by the Customer, the Company will treat this as an alleged slamming complaint.
- h. On or about the eighteenth (18th) of the month, the Company will post on its web site, a list of Customers for the forthcoming month. Additions and removals from the NGS will also be reported on a daily basis in an activity file.
- i. Should the Company receive notification by more than one NGS within a one-month period that the Customer has elected said NGS to supply Customer's natural gas, the Company shall proceed with the confirmation process using the first NGS which notifies the Company, unless the Customer informs the Company otherwise.
- j. The Company will issue, at a minimum, a monthly report of Customers who have discontinued service with the NGS via Internet, which shall include discontinuances initiated by the incumbent NGS, the Customer or Customer's new NGS.

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RULES AND REGULATIONS

13. Customer Service, Information Requirements and Slamming Complaints

- a. NGSs shall refer to the Commission's Guidelines for Maintaining Customer Services at the Same Level of Quality Pursuant to 66 Pa. C.S. §2206 (a), Assuring Conformance with 52 Pa. Code Chapter 56 Pursuant to 66 Pa. C.S. §§2207 (b), 2208 (e) and (f) and Addressing the Application of Partial Payments at Docket No. M-00991249F0003, for requirements relating to credit determination, deposits, initiation and disconnection of service.
- b. NGSs shall refer to the Commission's Customer Information Disclosure Guidelines at Docket No. M-00991249F0005, for requirements relating to disclosure of terms of service, marketing, advertising and sales practices, and privacy of Customer information.
- c. NGSs shall refer to the Commission's Guidelines to Ensure Customer Consent to a Change of Natural Gas Suppliers at Docket No. M-00991249F0006, for requirements on handling Customer slamming complaints.

14. Customer Contact

The NGS must maintain a twenty-four (24) hour answering service or a telephone answering machine which informs all callers that if they smell gas or there is any other emergency regarding gas service, the callers should call their gas utility immediately.

If the NGS receives a telephone call from a Customer which should be directed to the Company, the NGS shall direct the Customer to the appropriate contact within the Company.

The NGS shall handle all calls regarding commodity charges and associated rates.

NGSs must coordinate with the Company in resolving Customer inquiries or complaints which involve services provided by both the Company and NGSs.

15. Miscellaneous

- a. The NGS shall be deemed to be in control and possession of the gas transported to Company until the gas has been delivered to Company at the agreed-upon delivery point.
- b. The NGS warrants the title of the gas delivered to Company and shall indemnify the Company for and save Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or attributable to the adverse claims of any and all other persons or parties to the gas delivered to Company.
- c. The NGS shall be subject to the Liability provisions contained in Company's Retail Gas Tariff.

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RATE P-1 PRIORITY ONE POOLING SERVICE

AVAILABILITY

Unless otherwise agreed to by the Company, an NGS that operates a P-1 and a NP-1 pool must serve its P-1 Customers from its P-1 pool and serve its NP-1 Customers from its NP-1 pool. Service under this rate schedule is available to any Priority One Pool Operator who has entered into a Priority One Pooling Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements. Customers must assign their rights provided under the applicable transportation rate schedules to said Pool Operators.

RULES AND CONDITIONS

1. Assignment of Capacity

Pool Operators with Peak Day Demand < 2,000 Dth per Day

Pool Operators who take service under this rate schedule and have a peak day demand of 2,000 Dth per day or less will not be assigned their pro-rata or other agreed upon share of the pipeline and storage capacity. In lieu of such capacity assignment, the Company will deliver the Pool Operator's required daily gas supplies. The Company will bill the Pool Operator monthly at the first of the month IFERC DTI Appalachia Index plus associated delivery charges.

Pool Operators with Peak Day Demand > 2,000 Dth per Day

Pool Operators who take service under this rate schedule must take assignment of a pro-rata or other agreed upon share of the pipeline and storage capacity and Pennsylvania produced gas supplies ("assigned capacity") that would otherwise be utilized by the Company to meet the Customer's commodity service requirements. Assigned capacity shall be subject to recall to the extent that the Pool Operator is unable to deliver necessary gas supplies, in which case the Company will provide for the delivery of necessary gas supplies pursuant to the terms of the standby rate schedule. More specific terms with respect to capacity assignment requirements are set forth in the following sections. However, such additional terms with respect to capacity assignment requirements shall be subject to review in the Company's annual Section 1307(f) proceeding.

Assignment of Pennsylvania –Produced Supplies

Pennsylvania gas produced from wells under gas purchase contracts for sale to the Company and for ultimate delivery into the Company's system may be assigned or sold to the NGS as agent for the Customer of the NGS's Priority-One Pool. The assignment shall be structured at a monthly weighted average purchase cost of the assigned Pennsylvania-produced supplies. Such purchased gas cost shall include any volumetric delivery and fuel charges incurred by the Company for local production volumes delivered to the Company via interstate pipelines. The term of the assignment shall be from the first month in which the NGS renders commodity service to the Customer until the NGS's supply agreement with Customer expires, or as otherwise provided herein.

Assigned Pennsylvania-produced supplies shall be recallable by the Company only under the following circumstances:

- (1) the Customer on whose behalf the supplies have been assigned is no longer served by the NGS or
- (2) the NGS has failed to comply with terms and conditions set forth herein.

Assignment of Upstream Pipeline Capacity

This section applies to the Company's upstream pipeline capacity on Dominion Transmission, Inc. ("DTI"), Texas Eastern (TETCO), Equitrans, and any other pipelines on which the Company may contract for capacity from time to time, excluding National Fuel Gas Supply Corporation.

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RATE P-1 PRIORITY ONE POOLING SERVICE

1. Assignment of Capacity (continued)

Consistent with FERC rules and regulations for capacity releases under state retail choice programs, upstream pipeline firm transportation capacity held by the Company shall be assigned to the NGS as agent for the Customers of the NGS's Priority-One Pool. The assignment shall be structured as a zero cost release of capacity provided, however, that the NGS should be responsible for paying all usage based pipeline charges. The term of the release shall be on a monthly basis, commencing with the first month in which the NGS rendered commodity service to the Customer to the earlier of the end of the seasonal period (Winter releases shall terminate March 31 and summer releases shall terminate October 31.) or the termination date of the contract(s) between the Company and the upstream pipeline or the last month in which the NGS renders commodity service to the Customer on whose behalf the capacity had been assigned; provided however, the Company may in its discretion release such capacity on a monthly basis. The NGS must comply with all upstream pipeline requirements to become an eligible shipper on the upstream pipeline system. The NGS is responsible for paying all upstream pipeline variable charges incurred on the upstream pipeline.

The firm transportation capacity released pursuant to the previous section shall be recallable by the Company only under the following circumstances:

- a. the Customer on whose behalf the capacity has been assigned is no longer served by the NGS or
- b. the NGS has failed to comply with the terms and conditions set forth herein.

Consistent with FERC rules and regulations for capacity releases under state retail choice programs, upstream pipeline storage capacity held by the Company shall be assigned to the NGS as agent for the Customers of the NGS's Priority-One Pool. The assignment shall be structured as a release of capacity at zero cost and may be subject to conditions of release (including, but not limited to, injection and withdrawal rights) that differ from the applicable upstream pipeline storage service. The release shall terminate at the end of the then-current storage season pursuant to the applicable upstream pipeline rate schedule terms and conditions; provided however, the Company may in its discretion release such capacity on a monthly basis.

Capacity released pursuant to this section shall be recallable by the Company only upon failure of the NGS to comply with the terms and conditions set forth herein or in connection with a buyback of gas by the Company as set forth in paragraph 2 of this rate schedule.

Assignment of Other Supplies

The Company reserves the right to assign or sell other gas supplies that are under contract with the Company and used to satisfy its Supplier of last resort obligation to Priority-One Customers. To the extent that a Priority-One Supplier receives an assignment of the Company's capacity it holds on the Equitrans System, the Company shall provide Priority-One suppliers with an option to purchase from the Company a pro-rata share of the firm gas supplies available to the Company under its gas supply agreement with EQT Energy, LLC. Such purchase shall also occur if the Company determines that, as a result of the Priority One Customer's migration from supply service provided by the Company to supply service provided by P-1 NGSs, the amount of gas supplies under long term firm purchase contracts are in excess of the usage requirements of Supplier of last resort Customers currently served by the Company.

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RATE P-1 PRIORITY ONE POOLING SERVICE

Assignment of Other Supplies (continued)

Such gas shall be sold to the NGS as agent for the Customer of the NGS's Priority One Pool. The sale shall be structured at the actual purchase cost of the supplies associated with firm purchase contracts.

Supplies sold under this section shall be discontinued by the Company under the following conditions:

- The Customer on whose behalf the supplies have been sold is no longer served by the NGS;
 or
- 2. The NGS has failed to comply with terms and conditions set forth herein.

Determination of Assignment Quantities

Unless provided otherwise herein, assignments of Pennsylvania-produced and other supplies, upstream pipeline firm transportation capacity and upstream pipeline storage capacity shall be assigned on a *pro rata* basis in accordance with the supply portfolio held by the Company at the time of assignment to serve its Priority-One Customers; provided however, the Company shall not be required to assign capacity that is deminimis in nature. The Company will endeavor to accommodate a Priority-One supplier's request for particular upstream pipeline capacity on a first-come first-served basis.

The Company will evaluate the capacity and supply assignments made to the NGS as agent for Customers of the NGS's Priority-One Pool monthly based on the methodology set forth above. The evaluation will include an assessment of whether the upstream pipeline storage capacity assignments are adequate to serve the needs of the Customers of the Pool Operator at that time. To the extent that the evaluation so indicates, revisions to the upstream pipeline storage and storage capacity assignments will be made effective with the summer period. To the extent that the winter evaluation so indicates, the Company may require the NGS to secure additional reliable natural gas commodity, capacity and delivery service to meet the needs of the NGS's Customers. In addition to the preceding, the Company will evaluate the capacity assignments made pursuant to this section from time to time to ensure adequate compliance with its provisions.

Capacity assigned to the NGS hereunder by the Company may be traded with other Priority-One NGSs as long as each NGS retains an aggregate amount determined by the Company to be necessary to satisfy the total demands of the NGS's Customers. Such trading may occur no more frequently than twice per calendar year unless otherwise agreed to by the Company. Any capacity trades must be reduced to writing and provided to the Company for final approval.

Any assignments made pursuant to this tariff are made subject to any order of the Commission. Should the Commission, or anybody authorized by law require a disallowance in the Company's rates that is directly attributable to the Company's assigning or transferring gas supplies to the NGS pursuant to these procedures, the NGS agrees to reimburse to the Company within 30 days of notification of any monies disallowed by the Commission or such other body that are directly attributable to the NGS. The Company shall provide such notification no later than thirty (30) days after a final order is entered by the Commission or other such body.

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RATE P-1 PRIORITY ONE POOLING SERVICE

2. Nomination Procedures

Refer to Rule 11 of the Rules and Regulations.

3. Storage Gas Transfers

Storage Gas Sold by the Company

- a. Storage gas transfers may be required by the Company under the following conditions:
 - i. The NGS is unable to attain the storage inventory level required by the upstream storage service as a result of Customers initially receiving service from the NGS after the commencement of the Summer Period; or,
 - ii. The NGS is assigned upstream pipeline storage capacity during the Winter Period as a result of Customers initially receiving service from the NGS during the Winter Period.
- b. The maximum volume of storage gas transfers for the applicable month shall be determined as follows:
 - i. For assigned upstream pipeline storage capacity, the maximum storage gas transfer shall be the upstream pipeline storage capacity incrementally assigned for the month multiplied by the estimated beginning of the month percentage of the Company's upstream pipeline storage inventory level to the Company's upstream pipeline storage capacity.

Storage gas transfers shall not be allowed if in the Company's sole discretion it determines such transfers would be detrimental to the operation of the Company's system or its ability to meet Retail Sales Demand in a cost effective manner.

The storage gas transfer price each month shall be at the Company's estimated commodity cost of storage gas for the year, plus any applicable taxes. The storage gas transfer price shall be reconciled each calendar year to take into account the actual commodity cost of gas injected into storage net of withdrawals for the current year and, as applicable, the commodity cost of gas from previous years' LIFO inventory layers. The Company shall bill such additional costs as soon as practicable. With respect to storage gas transfers from upstream pipeline storage capacity, the NGS will pay an additional charge equal to the upstream pipeline storage capacity injection and storage fuel charges.

Storage Gas Purchased by the Company

In the event: 1) the NGS's Priority-One Pooling Agreement is terminated or canceled or 2) the NGS is no longer serving Customers on whose behalf the storage capacity has been assigned and to the extent the Company in its sole judgment determines it operationally requires such storage capacity to serve the returning Customers, the Company shall have the right, but not the obligation to purchase up to the remaining storage gas in upstream pipeline storage inventories or up to the volumes in storage attributable to the NGS's load loss, respectively. The buyback rate shall be the lower of: 1) Storage Gas Transfer Price or 2) the midpoint index price for gas delivered to Dominion Transmission, Inc.'s ("DTI") Appalachian South Point as published on the effective date of the buyback plus firm transportation changes to bring the gas to the Company's system, including applicable fuel retainage.

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RATE P-1 PRIORITY ONE POOLING SERVICE

3. Storage Gas Transfers (Cont.)

To the extent this provision is invoked and the NGS's storage gas in inventory is below the minimum inventory levels required by these procedures and the Company is required to purchase additional gas supplies on the open market, the NGS agrees to pay the Company an amount equal to the deficiency in volumes from the required inventory levels multiplied by the difference between the price the Company paid and the buyback rate.

4. Load Forecasting

The Company will provide the Pool Operator with a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption of all the Customers in the pool (Aggregate Daily Consumption Volume) at least two days in advance of when Pool Operators must deliver volumes to the Company. The Company may issue OFOs consistent with the terms of the Company's tariff and, as a result, may provide the Pool Operator with daily projections less than two days in advance.

In a format suitable to the Company, the Pool Operator will provide sufficient information about the Priority-One transportation Customers, whose natural gas requirements shall be supplied by the Pool, for the Company to identify them in the Company's billing system. In the event that those Customers shall vary during the term of the Priority One Agreement, Pool Operator shall provide an updated list of Customers to the Company as soon as reasonably possible.

Each of the Customers of Pool Operator's Priority-One Pool must have all of their natural gas consumption over the entire Customer Billing Cycle supplied by Priority-One Pool volumes nominated by Pool Operator. Seven business days prior to the first nomination period, the Company shall provide Pool Operator an initial listing of the end-use Customer accounts to be served by the Pool Operator's Priority-One Pool during the period to which the nominations apply and one week prior to the nomination period for each subsequent month, a listing with additions and deletions from the initial list.

Each Monday through Friday before 10:00 a.m., the Company will provide a projection of the Aggregate Daily Consumption Volume of the Customers of the Pool Operator's Priority-One Pool for the current and subsequent two days. During periods in which no Operational Flow Orders have been issued, the Company will use the following schedule to establish the Aggregate Daily Consumption Volume for which the Pool Operator will be held accountable:

The Projection Will Be Used to Establish the Aggregate Daily

<u>Provided On:</u> <u>Consumption Volume Accountability for the Following:</u>

Monday Wednesday
Tuesday Thursday
Wednesday Friday
Thursday Saturday

Friday Sunday, Monday and Tuesday

a. During periods in which an OFO is in effect, the Company shall establish the Aggregate Daily Consumption Volume no later than 10:00 a.m. of the same Day; or,

b. During periods when the mean average temperature is projected to be below 20 degrees Fahrenheit and the mean average temperature projection changes to be colder by at least 4 degrees Fahrenheit, the Company may establish the Aggregate Daily Consumption Volume for a particular day by giving 24 hour notice to the Pool Operator.

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RATE P-1 PRIORITY ONE POOLING SERVICE

5. Daily Gas Deliveries and Balancing

The Pool Operator must acquire an adequate supply of natural gas (including any assigned volumes) of a quality acceptable to the Company, including allowances for any retention required by upstream pipelines and the Company, and arrange for the delivery of such gas supply to delivery points specified by the Company.

Any differences between the Aggregate Daily Consumption Volume and the Daily Available Volumes during periods in which no OFOs have been issued shall be subject to the following balancing charges:

Negative Daily Imbalance - The negative imbalance volume will be sold by the Company at the Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the shortfall occurs multiplied by 120%. Volumes sold by the Company are subject to applicable taxes

Positive Daily Imbalance - The positive imbalance volume will be purchased by the Company at Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the excess occurs multiplied by 85%.

In the event Pool Operator fails to provide cumulative Daily Available Volumes plus pool-to-pool transferred volumes equal to at least 75% of cumulative daily pool requirements over two or more consecutive months, the Company may, at its sole discretion in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Pool Operator upon five (5) days written notice to the Pool Operator and terminate the Agreement upon ten (10) days written notice to Pool Operator.

In the event the Pool Operator fails to provide Daily Available Volumes plus pool-to-pool transferred volumes equal to at least 50% of daily pool requirements for five or more days in each of two consecutive month the Company may, at its sole discretion in accordance with reasonable and standard industry practice, recall or otherwise withdraw any capacity rights assigned to the Pool Operator upon five (5) days written notice to the Pool Operator and terminate the Agreement upon ten (10) days written notice to Pool Operator.

6. Reconciliation of Monthly Volumes

The difference between aggregate monthly consumption volume and the sum of the aggregate daily consumption volume, as adjusted for any prior month billing corrections, shall be reconciled monthly. The difference shall be reconciled in the next calendar month following its determination (the "Adjustment Month") by adjusting the NGS's aggregate daily consumption volume on each day in the Adjustment Month by an amount equal to the difference divided by the number of days in the Adjustment Month or by other methods as made available by the Company, including, but not limited to, selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

AVAILABILITY

Service under this rate schedule is available to any Non-Priority One Pool Operator who has entered into a Non-Priority One Pooling Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements. Customers must assign their rights provided under the applicable transportation rate schedules to said Pool Operators.

Unless otherwise agreed to by the Company, an NGS that operates both a P1 and NP-1 pool must serve its P1 Customers from its P1 pool and serve its NP-1 Customers from its NP-1 pool. If the Non-Priority One Pool Operator supplies Priority One Customers with a total annual consumption greater than 30,000 mcf and does not operate a P1 pool, then the Non-Priority One Pool Operator shall establish a separate Priority One Pool for these Customers or eliminate sufficient Priority One Customers from the Non-Priority One Pool to reduce the total annual consumption by Priority One Customers to an amount less than 30,000 mcf.

RULES AND CONDITIONS

1. Scheduling of Service

All transportation volumes received for Pool Operator's account at transportation receipt points shall be nominated in advance according to the procedures set forth below. Pool Operators may not nominate volumes in excess of the total maximum daily volumes of its Customers as determined by the Company or as set forth in a Customer's transportation contract with the Company, times the number of days in the month. The Company may issue Operational Flow Orders consistent with the terms of the Company's tariff.

2. AVC Capacity

Consistent with FERC's rules and regulations for capacity releases under state retail choice programs, upstream pipeline firm transportation capacity held by the Company on the Allegheny Valley Connector ("AVC") pipeline system may be assigned to the NGS as agent for the Customers of the NGS's Non Priority-One Pool. The assignment shall be structured as a zero cost release of capacity, provided, however, that the NGS should be responsible for paying all usage based pipeline charges. Assigned capacity shall be subject to recall to at the Company's discretion.

3. Assignment of AVC Storage Capacity

Upstream pipeline firm storage capacity held by the Company on the AVC pipeline system may be assigned to the NGS as agent for the ratepayers of the NGS's Non Priority-One Pool. With regard to capacity that represents storage service formerly provided under Rate ST and Rate ST-SW, the Company may release storage capacity on the AVC system at less than maximum rates. The release shall terminate at the end of the then-current storage season pursuant to the applicable rate schedule terms and conditions for service on the AVC system; provided however, the Company may at its discretion release such capacity on a monthly basis. Company's release of such capacity shall, in all respects, be in accordance with the FERC Gas Tariff governing service on the AVC system and the applicable rules and regulations of FERC regarding the release of capacity, including FERC's rules for capacity releases occurring as part of a state retail choice program.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

3. Assignment of AVC Storage Capacity (continued)

The NGS must comply with all pipeline tariff requirements to become an eligible shipper on the AVC pipeline system. The NGS is responsible for paying the pipeline directly for capacity assigned under these provisions, which payments shall include all applicable surcharges for service on the AVC system. To the extent that the NGS's Customers are paying equivalent capacity charges in accordance with the Company's Retail Tariff, the Company will reimburse the NGS's for these pipeline capacity charges.

The capacity released under this section shall be recallable by the Company under the following conditions:

- The ratepayer on whose behalf the supplies have been assigned is no longer served by the NGS: or
- 2. The NGS has failed to comply with terms and conditions set forth herein.

4. Supply Option

The Company may make available gas supplies to Non –Priority One pools upon request. Supplies sold under this section may be recalled by the Company upon 24-hour notice.

5. Nomination Procedures

Refer to Section 11 of the Rules and Regulations.

6. Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes

AVAILABILITY

The Company will make available for purchase by Non-Priority One pool volumes used by the Company to provide balancing services for Non-Priority One Customers.

The Company will purchase balancing volumes based on the Summer Period schedule set forth below. Such volumes shall be purchased by the Company at the first of the month Dominion Transmission Inc. Appalachia Index price as published in *Inside FERC's Gas Market Report*. The Company will sell balancing volumes on the Winter Period schedule set forth below. Such monthly volumes shall be sold to Non-Priority One pools at a price equal to the sum of:

- 1. Weighted average cost of balancing volumes purchased during the summer season;
- The Company's carrying costs associated with balancing volumes purchased by the Company to be sold to Non-Priority One pools. The rate used to calculate the carrying costs shall be based on the Company's actual short-term debt cost rate; and
- 3. Any applicable interstate pipeline volumetric charges and fuel associated with the delivery of any balancing volumes to the Company's system.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

6. Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes (continued)

All of the revenues generated by the sale of balancing gas to the Non-Priority One pools shall be credited to Customers through the 1307(f) mechanism.

The amount of balancing volumes to be made available for purchase by each Non-Priority One pool will be determined based on the percentage of projected balancing fee revenues served by each Non-Priority One pool to total projected balancing fee revenues served by all Non-Priority One pools, based on February business of each year. The Company will inform each Non-Priority One pool of its allocation of balancing volumes available for purchase no later than nine business days before the end of March and each Non-Priority One pool must inform the Company of the amount of balancing volumes to be purchased, up to 100 percent of its allocated volumes, no later than six business days before the end of March. Any balancing volumes not accepted for purchase by a Non-Priority One pool shall be utilized by the Company and will not be made available to other Non-Priority One pools throughout the winter season. The amount of balancing volumes accepted by a Non-Priority One pool shall be final for the ensuing winter period and shall fix the volume of balancing to be purchased and which the Non-Priority One pool is obligated to utilize throughout the entire winter period.

SUMMER PERIOD PURCHASE

Balancing volumes will be purchased by the Company according to the following schedule, with daily purchase volumes in a given month determined by dividing the monthly amount by the number of days in the month:

April and October - 1/12th of allocated balancing volumes
May – September - 1/6th of allocated balancing volumes

WINTER PERIOD SALE

Balancing volumes shall be sold by the Company according to the following schedule, with daily volumes in a given month determined by dividing the monthly amount by the number of days in the month:

November - 9 percent of allocated balancing volumes 17 percent of allocated balancing volumes 27 percent of allocated balancing volumes 27 percent of allocated balancing volumes March - 20 percent of allocated balancing volumes

OTHER PROVISIONS

Annual Level of Balancing Volumes to be Made Available for Purchase

On an ongoing annual basis, the Company shall review the total level of balancing volumes made available for sale to Non-Priority One pools and, based on changes in the total annual volumes served by all Non-Priority One pools, may revise from year to year the total level of available balancing volumes. Any proposed revisions to the total level of balancing volumes shall be reflected in the Company's annual 1307(f) filings and will be determined by multiplying a factor of 46.7% times forecasted January Non-Priority One transportation usage. The Company shall, for a period of three years, notify active Non-Priority One suppliers of any proposed revision to the total level of balancing volumes at the time of any annual 1307(f) filing containing such a revision.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

6. Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes (continued)

Calendar Month Pool Supply

Balancing gas volumes purchased will be considered as part of the Monthly Available Volumes and will have the priority immediately following pay-back of prior month advanced and banked volumes.

All Supplier Tariff provisions shall apply to Non-Priority One pool access to balancing volumes unless otherwise modified herein.

7. Daily Load Forecasting and Balancing

The Company will provide the Pool Operator with a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption of all the Customers in the pool (Aggregate Daily Consumption Volume) at least 7 days in advance of the start of the month. This projection will be based on estimated monthly usage divided by the number of days within the month. The Aggregate Daily Consumption Volume will remain the same throughout the month and any difference in actual monthly usage will be reflected in the calculation of the following month's Aggregate Daily Consumption Volume. The Company reserves the right to adjust the Aggregate Daily Consumption Volume due to weather or large known consumption variations.

Any difference between the Customers' Aggregate Daily Consumption Volume and the Daily Available Volumes, during periods in which no OFOs have been issued, shall be subject to the following balancing charges:

<u>Negative Daily Imbalance</u> - The negative imbalance volume will be sold by the Company at the Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the shortfall occurs multiplied by 120%. Volumes sold by the Company are subject to applicable taxes.

<u>Positive Daily Imbalance</u> - The positive imbalance volume will be purchased by the Company at Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the excess occurs multiplied by 85%

In the event Pool Operator fails to provide cumulative Daily Available Volumes plus pool-to-pool transferred volumes equal to at least 75% of cumulative daily pool requirements over two or more consecutive months, the Company may, at its sole discretion, in accordance with reasonable and standard industry practice, terminate the Pooling Agreement.

The difference between Calendar Month Pool Supply and Calendar Month Pool Sendout, as adjusted for any prior month billing corrections, may be reconciled monthly. The difference shall be reconciled in the next calendar month following its determination (the "Adjustment Month") by adjusting the NGS's Daily Available Volume on each day in the Adjustment Month by an amount equal to the difference divided by the number of days in the Adjustment Month or by other methods made available by the Company including, but not limited to, the selling or purchasing additional supplies, transferring gas in storage, or pool-to-pool transfer.

PEOPLES NATURAL GAS COMPANY LLC	GAS—PA PUC NO. S-3 ORIGINAL PAGE NO. 34
RATE NP-1 NON-PRIORITY ONE POOLING SERVICE (cont.)	
8. <u>Local Gas Volumes</u>	
Refer to Rule11, part (c), for nomination and reconciliation details.	

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ISSUED: January 28, 2019	EFFECTIVE: March 29, 2019

PEOPLES NATURAL GAS COMPANY LLC	GAS—PA PUC NO. S-3 ORIGINAL PAGE NO. 35A
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ISSUED: January 28, 2019	EFFECTIVE: March 29, 2019

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RATE LGA LOCAL GAS AGGREGATION SERVICE

<u>AVAILABILITY</u>

Service under this rate schedule is available to any Aggregator who has entered into a Local Gas Aggregation Agreement with the Company and demonstrates to the Company's satisfaction that it has met the Company's creditworthiness standards and bonding requirements.

The locally produced gas nominated out of the Local Gas Aggregation Pool will be balanced monthly with actual production delivered into the Company's system.

RULES AND CONDITIONS

1. Points of Receipt

The points of receipt for local gas aggregation shall be those metering stations identified by the Aggregator in its Measurement Operating Agreement with the Company or any other designated point where gas is delivered into the Company's system. The Aggregator will pay for any investment costs required to receive gas into the Company's system at agreed-upon transportation gas receipt points. The Company will own and maintain each natural gas connection's tapping tee or pipe and valve.

2. Nomination of Aggregated Production

Refer to Rule 11 of the Rules and Regulations.

3. Aggregation Balancing

Volumes nominated into a Local Gas Aggregation Pool shall equal the volumes delivered out of the Local Gas Aggregation Pool. Aggregators will not be permitted to deliver more gas out of the pool than is nominated into the pool in any given month. If daily volumes nominated into a Local Gas Aggregation Pool are greater than the daily volumes delivered out of the Local Gas Aggregation Pool, those volumes shall be sold to the Company at the Midpoint price published in Platts, Gas Daily publication, under the heading Appalachia, Dominion, South Point on the day the excess occurs multiplied by 85%.

4. Procedures When a Local Gas Aggregator Exits the System

Refer to Rule 11, part (c).

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RATE SBS SUPPLIER BILLING SERVICE

AVAILABILITY

Service under this rate schedule is available to the NGS which receives service under Rate P-1 or Rate NP-1 and elects to have the Company bill Customers for natural gas supplied by the NGS.

RULES AND CONDITIONS

1. Limitations

The Company shall provide service under this rate schedule provided that its billing systems have the capacity and capability to bill the rate plans offered by the NGS. The Company shall maintain a limited amount of billing system space and accordingly, shall offer only a limited number of price plans per NGS. The Company shall not be required to make programming changes to accommodate the NGS's rate structure.

2. Notifications

Prior to the NGS commencing marketing, the NGS shall provide a written copy of its rate structure to the Company. All rate information received by the Company shall be confidential.

The NGS shall be notified within ten (10) business days after the Company receives a written copy of the NGS's rate structure if such rate structure can (or cannot) be accommodated by the Company's billing system. The NGS shall not commence marketing until it receives a positive affirmation that its rate structure can be accommodated by the Company.

The NGS must provide fifteen (15) day's notice to the Company of any rate changes, which changes shall be subject to the Company's approval based on the Company's ability to accommodate such changes in its programming. Approved rate changes shall be effective on the Customer's next billing date.

3. Bill Content

The bill sent to the Customer shall be provided under the following conditions:

- a. The NGS's name, phone number, business address and internet address shall appear on the bill so the NGS can answer any Customer questions regarding commodity charges.
- The billing envelope shall not provide space for inserts from the NGS. The bill shall not include messages from the NGS.
- c. The bill shall contain the NGS's Commodity charges. The Company shall not be required to bill any charges other than gas commodity charges. The Company shall not be required to bill any gas commodity charges where the NGS's commodity rate exceeds two times the Company's average price to compare for a two-year period as of Oct 1 of each year. In this event, the NGS will be required to bill its own commodity charge.
- d. The Company will house, bill and display sales tax on the commodity and remit sales tax to the state. The NGS appoints the Company as its agent for the limited purpose of collecting and remitting the NGS's sales tax, and further agrees to indemnify and hold the Company harmless for any claims, suits and/or damages that arise due to the Company acting as the NGS's agent in collecting and remitting such taxes.
- e. The Company shall offer a separate billing option for residential Customers to equalize monthly payments.

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RATE SBS SUPPLIER BILLING SERVICE

4. Purchase of Receivables

NGSs that receive service under this rate schedule may elect to have the Company purchase its accounts receivables. The NGS's option to participate or not participate in the Purchase of Receivables (POR) program is limited to once per year. If an existing NGS elects to participate in the POR program, the Company will not purchase accounts receivable balances that existed prior to the NGS's election to participate in the POR program.

Purchase of Receivables Option

The following operating rules will apply to any NGS electing to participate in the POR program:

- 1. The POR program is only available to NGSs that operate a P-1 or NP-1 pool. The Company shall purchase receivables for all Customers in a participating pool. All Customers served from a P-1 pool are eligible to have their receivables purchased by the Company. If a NP-1 pool opts to participate in the POR program, the Company shall purchase receivables for only residential and small business Customers (as defined in § 62.72 of the Commission's Regulations). NGSs serving NP-1 Customers and participating in the POR program must operate a separate NP-1 pool for residential and small business Customers (POR pool) and a separate NP-1 pool for all other Customers;
- 2. The NGS must include all of its accounts receivable related to commodity sales in its P-1 pool or its NP-1 POR pool. (Refer to Availability under Rate P-1 and Rate NP-1.)
- 3. Only receivables associated with basic gas supply will be eligible for purchase by the Company. Basic gas supply does not include a non-gas supply product, carbon-neutral products not tied to the actual provision of natural gas to Customers or security deposits assessed by a natural gas supplier. For residential accounts, basic gas supply shall also not include early contract cancellation fees or late fees:
- 4. In order to participate in the POR program, the NGS must use consolidated billing services under this rate schedule. Should the NGSs participating in the POR program, wish to offer products that are bundled with non-basic services, or where the Company's billing service cannot accommodate the NGS's charge for basic supply, the NGS may issue a separate bill for such service or product for that Customer. NGS separately billed items will not be included in the POR program:
- 5. The Company will purchase NGS receivables at a discount rate equal to the write-off factor used to derive the Merchant Function Charge. The discount rate for residential Customer receivables is 2.49%. The discount rate for commercial and industrial Customer receivables is 0.21%. The discount rate applicable to each POR pool (Pool Discount Rate) shall be established by the Company and shall be based on the weighted average of the class specific accounts receivables and the class specific discount rates stated above. The Company shall have the right to review and adjust the Pool Discount Rate on a monthly basis to reflect the actual mix of Customers served by the pool;
- An administrative adder of 0.0213 will also be applicable to purchased receivables. The
 administrative adder will be eliminated once actual costs of establishing the POR program are
 recovered;
- 7. The Company shall terminate for the full amount of purchased receivables and require full payment for reconnection in accordance with the service termination provisions of Chapter 14 of the PA Public Utility Code and Chapter 56 of the Commission's regulations;
- 8. The Company shall inform all eligible Customers by separate bill insert of the policy for termination of service and that service may be terminated for failure to pay NGS supply charges. Further, the enrollment letter sent to Customers selecting a NGS shall state that service may be terminated for failure to pay NGS supply charges;
- 9. The NGS must confirm to the Company that their Customer terms and conditions are appropriately revised to reflect their collection rights;

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RATE SBS SUPPLIER BILLING SERVICE

Purchase of Receivables (continued)

10. The NGS will not deny service to residential Customers whose accounts are included in POR for credit-related reasons and will not ask residential Customers for deposits separate from any deposit required by the Company pursuant to Commission regulations.

Non-Purchase of Receivables Option

The Company will remit to the NGS on a monthly basis all amounts actually paid to the Company by the Customer relating to the charges billed to the Customer on behalf of the NGS, net of amounts due to the Company from the NGS. The amounts remitted to the NGS shall also conform to requirements on the Application of Partial Payments – Rule 5.

5. Application of Partial Payments

The Company will apply partial payments in accordance with Commission guidelines. The following order for the application of partial payments shall apply to all residential Customers and for other Customers whose gas supply contract does not specify the application of partial payments:

- a. Payment agreement for pre-existing balance;
- b. Current company charges;
- c. NGS charges;
- d. Non-basic service charges;
- e. Hardship energy fund contribution

RATE TABLE

Billing Fee: \$0.15 billing charge per Customer per month.

To the extent the NGS has provided the company with inaccurate or erroneous information which requires an adjustment to Customer's bills, the NGS agrees to pay the Company \$2.00 per bill for bill credits and \$4.00 per bill for any Customer's bill that must be canceled and rebilled. The Company may assess a nominal fee to a NGS for reproduction copies of any daily or monthly file previously provided by the Company.

Exhibit No. 14, Schedule No. 2
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Witness: Carol Scanlon

Peoples Natural Gas Company LLC Combined

§ 53.53 III.A

26. Provide a list of reports, data, or statements requested by and submitted to the Commission during and subsequent to the test year.

* * * * * * * * * * * * * *

Supplements to Tariff Gas-Pa. P.U.C. NO. 45

No. 87 – Issued December 29, 2017 – Effective January 1, 2018 Quarterly 1307(f) Gas Cost, Merchant Function, and Customer Assistance Program Filing

No. 88 – Issued March 15, 2018 – Effective March 15, 2018 Temporary Rate Order

No. 89 – Issued March 29, 2018 – Effective April 1, 2018 Rider F Filing

No. 90 – Issued March 30, 2018 – Effective April 10, 2018 STAS Filing

No. 91 – Issued June 15, 2018 – Effective July 1, 2018 TCJA Filing

No. 92 – Issued June 29, 2018 – Effective July 1, 2018 Quarterly 1307(f) Gas Cost Filing

No. 93 – Issued July 31, 2018 CAP Plus Filing

No. 94 – Issued August 30, 2018 – Effective August 30, 2018 CAP Plus Suspension

No. 95 – Issued September 28, 2018 – Effective October 1, 2018 Quarterly 1307(f) Gas Cost Filing

Supplements to Tariff Gas-Pa. P.U.C. NO. 46

No. 55 – Issued December 29, 2017 – Effective January 1, 2018 Quarterly 1307(f) Gas Cost Filing

No. 56 – Issued March 15, 2018 – Effective March 15, 2018

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Witness: Carol Scanlon

Temporary Rate Order

No. 57 – Issued March 22, 2018 – Effective April 1, 2018 Quarterly DSIC Filing

No. 58 – Issued March 30, 2018 – Effective April 10, 2018 STAS Filing

No. 59 – Issued June 15, 2018 – Effective July 1, 2018 TCJA Filing

No. 60 – Issued June 21, 2018 – Effective July 1, 2018 Quarterly DSIC Filing

No. 61 – Issued June 29, 2018 – Effective July 1, 2018 Quarterly 1307(f) Gas Cost Filing

No. 62 – Issued July 31, 2018 CAP Plus Filing

No. 63 – Issued August 30, 2018 – Effective August 30, 2018 CAP Plus Suspension

No. 64 – Issued September 28, 2018 – Effective October 1, 2018 Quarterly 1307(f) Gas Cost Filing

Peoples Division

Filed January 31, 2018

1307(e) Reconciliation Statement for twelve months ending December 31, 2017 for Rider F

Filed January 31, 2018

1307(e) Reconciliation Statement for twelve months ending December 31, 2017 for Rider K

Filed March 2, 2018

1307(f) - 2018 Purchased Gas Cost Filing, Pre-Filing Supporting Info

Docket: R-2018-2645278

Filed March 29, 2018

PUC Assessment Filing/Report

Filed April 2, 2018

1307(f) - 2017 Purchased Gas Cost Filing, Testimony, Tariff Sheets and Additional Exhibits Docket: R-2018-2645278

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Witness: Carol Scanlon

Annual TUS Reliability Data Request

Pa P.U.C.-52 Code Section 59.21(d) – April 3, 2018 Annual Statistical Sampling (Meter Test Reports)

Filed April 30, 2018 PUC Annual Report (FERC Form 2)

Filed August 21, 2018 Annual Depreciation Report

Filed September 28, 2018 1307(e) Reconciliation Statement for twelve months ending August 31, 2018 for Supplier Choice Rider

Quarterly Earnings Reports Filed: November 30, 2017 April 2, 2018 May 31, 2018 August 31, 2018

Pa P.U.C.-52 Pa. Code Sections 54.75 and 62.5, 56.231 – March 29, 2018 Annual Universal Services Report

Pa P.U.C.-52 Pa. Code Section 56.231 Reporting Requirements Monthly

Pa P.U.C.-52 Pa. Code Section 56.1000 Cold Weather Survey Annually 12/18 and 2/1

Pa P.U.C. -52 Pa. Code Section 58.10 – April 30, 2018 Annual LIURP Report

Pa P.U.C.-52 Pa. Code Sections 62.31-62.37 – January 31, 2018 Quality of Service Benchmarking Report

Pa P.U.C.-52, 66 Pa. CSA, 1415 Code Section 56.231 – January 31, 2018 Chapter 14 Collections Report Annually

Exhibit No. 14, Schedule No. 2 Page 4 of 6

Witness: Carol Scanlon

Peoples Equitable Division

Filed October 3, 2017

Application for Approval of Abandonment of Service by Peoples Natural Gas Company of Natural Gas Service to Three Customers Located in Greene County

Docket: A-2017-2627874

Filed January 31, 2018

1307(e) Reconciliation Statement for twelve months ending December 31, 2017 for Rider E

Filed March 2, 2018

1307(f) - 2018 Purchased Gas Cost Filing, Pre-Filing Supporting Info

Docket: R-2018-3000236

Filed March 29, 2018

PUC Assessment Filing/Report

Filed April 2, 2018

1307(f) - 2018 Purchased Gas Cost Filing, Testimony, Tariff Sheets and Additional Exhibits

Docket: R-2018-3000236

Pa P.U.C.-52 Code Section 59.21(d) – April 3, 2018

Annual Statistical Sampling (Meter Test Reports)

Annual TUS Reliability Data Request

Filed April 30, 2018

PUC Annual Report (FERC Form 2)

Filed August 21, 2018

Annual Depreciation Report

Filed September 28, 2018

1307(e) Reconciliation Statement for twelve months ending August 31, 2018 for Supplier

Choice Rider

Filed September 28, 2017

1307(e) Reconciliation Statement for twelve months ending August 31, 2018 for Rider D

Quarterly Earnings Reports

Filed:

November 30, 2017

April 2, 2018

May 31, 2018

August 31, 2018

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Pa P.U.C.-52 Pa. Code Sections 54.75 and 62.5, 56.231 – March 29, 2018 Annual Universal Services Report

Pa P.U.C.-52 Pa. Code Section 56.231 Reporting Requirements Monthly

Pa P.U.C.-52 Pa. Code Section 56.1000 Cold Weather Survey Annually 12/18 and 2/1

Pa P.U.C. -52 Pa. Code Section 58.10 – April 30, 2018 Annual LIURP Report

Pa P.U.C.-52 Pa. Code Sections 62.31-62.37 – January 31, 2018 Quality of Service Benchmarking Report

Pa P.U.C.-52, 66 Pa. CSA, 1415 Code Section 56.231 – January 31, 2018 Chapter 14 Collections Report Annually

Filed Jointly

Issued November 30, 2017 Focused Management Audit Implementation Plan

Filed December 27, 2017 Energy Efficiency and Conservation Plan Docket: M-2017-2640306

Filed February 20, 2018

Service Agreement between Peoples Natural Gas Company LLC and PNG Companies LLC Docket: G-2018-3000126

Filed February 23, 2018

Seconded Amended Operational Service Agreement between Peoples Natural Gas Company LLC, Peoples Gas LLC, PNG Gathering LLC, and Peoples Gas WV LLC.

Docket: G-2012-2290018

Monthly Report of Natural Gas Purchases and Deliveries to Consumers Form EIA-857

Gas Integrity Management Program Report Code Section 192.945(a)

Annual Gas Distribution Report RSPA - F 7100.1-1

Annual Gas Transmission and Gathering Systems Report RSPA - F 7100. 2-1

Exhibit No. 14, Schedule No. 2 Page 6 of 6 Witness: Carol Scanlon

Notification of Proposed Major Construction Filed as required

Pa P.U.C.-52 Pa. Code Section 62.6 – September 26, 2017 Universal Service Evaluation

Annual Diversity Report

Rate Comparison Report

Section 1410.1(3) and Annual reports for Accounts with Arrearages in Excess of \$10,000

Section 1410.14(4) Medical Certificate Report

Filed March 1, 2018 Annual Asset Optimization Plan

Pa P.U.C. -52 Code Chapter 59 Integrated Resource Planning Report March 1, 2018 June 1, 2018

Filed July 2, 2018 Universal Service and Energy Conservation Plan for 2019-2021

Filed July 20, 2018 Revision to Universal Service & Energy Conservation Plan 2015-2018 Annual Update – March 29, 2018

Filed August 21, 2018 2017 Annual Report of Status, Equitable Acquisition