BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Peoples Natural Gas Company LLC

Docket No. R-2023-3044549

Volume 6

Tariffs

6.

Exhibit No. 14, Schedule No. 1 Page 1 of 1 Witness: Dawn Folks

Peoples Natural Gas Company LLC

§ 53.53 IV.B

Supply copies of all present and proposed Gas Tariffs.

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

See attached appendices:

Current Tariffs:

Appendix A – Peoples Natural Gas Retail Tariff No. 47 – effective October 1, 2023

Appendix B – Peoples Natural Gas Supplier Tariff No. S-3 – effective September 23, 2020

Appendix C – Peoples Gas Tariff No. 8 – effective October 1, 2023

Proposed Tariffs:

Appendix D – Retail Tariff – effective February 27, 2024

Appendix E – Supplier Tariff – effective February 27, 2024

Supplement No. 31 GAS — PA PUC No. 47

PEOPLES NATURAL GAS COMPANY LLC – PEOPLES NATURAL GAS DIVISION

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

October 1, 2023 Quarterly 1307(f), Rider MFC, Rider USP and Supplier Choice Filing

ISSUED: September 29, 2023 EFFECTIVE: October 1, 2023

BY: Michael Huwar

President

375 North Shore Drive Pittsburgh, PA 15212

NOTICE

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

PEOPLES NATURAL GAS COMPANY LLC - PEOPLES NATURAL GAS DIVISION

SUPPLEMENT NO. 31 TO GAS—PA PUC NO. 47 THIRTIETH REVISED PAGE NO. 2 CANCELLING TWENTY-NINTH REVISED PAGE NO. 2

LIST OF CHANGES

	<u>Current</u>	<u>Proposed</u>	Increase/ (Decrease)
Rider PGC Rate RS, SGS, MGS, LGS, NGPV			
Capacity Charge Gas Cost Adjustment Charge Natural Gas Supply Charge AVC Capacity Charge	\$1.0310 \$0.3936 \$0.7262 \$0.7133	\$1.0301 (\$3.7904) \$2.9220 \$0.7515	(\$0.0009) (\$4.1840) \$2.1958 \$0.0382
Rider MFC - Merchant Function Charge			
RS SGS MGS LGS RS-T	\$0.0526 \$0.0045 \$0.0045 \$0.0045	\$0.0967 \$0.0084 \$0.0084 \$0.0084	\$0.0441 \$0.0039 \$0.0039 \$0.0039
Balancing Charges			
SGS MGS LGS	\$0.4052 \$0.4052 \$0.1388	\$0.4468 \$0.4468 \$0.1165	\$0.0416 \$0.0416 (\$0.0223)
Rider USP - Universal Service Program	\$0.1475	\$0.0123	(\$0.1352)
Rider Supplier Choice	(\$0.0002)	\$0.0042	\$0.0044
Retainage Charges	5.95%	5.9%	(0.05) %

ISSUED: September 29, 2023 EFFECTIVE: October 1, 2023

PEOPLES NATURAL GAS COMPANY LLC - PEOPLES NATURAL GAS DIVISION

SUPPLEMENT NO. 31 TO GAS—PA PUC NO. 47 TWENTY-EIGHTH REVISED PAGE NO. 3 CANCELLING TWENTY-SEVENTH REVISED PAGE NO. 3

EFFECTIVE: October 1, 2023

Quarterly 1307(f), MFC, US			Ri	der Purchase	d Gas Costs	<u> </u>		7	Base Rate	Rider	Rider	Ride	er Supplier	Rider	Rie	der		Rider	Rider		
(n) = (n)		Capacity		C Capacity	GCA		Commodity	_	Charges	STAS	MFC		Choice	USR		iPC	DSI	C Charge	TRS	Total Rate	
		(1)		(2)	(3)		(4)		(5)	(6)	(7)		(8)	(9)	(1	10)		(11)	(12)	(13=SUM 1 to 12	<u>')</u>
Residential Sales										0.08%								5.00%	-6.8414%		
Customer Charge								\$	14.5000			\$	0.0042				\$	0.7250 \$	(0.9920)	\$ 14.237	/2
Capacity	\$	1.0301	\$	0.7515							\$ 0.0252									\$ 1.806	8ز
Price to Compare - PTC					\$ -	\$	2.9220				\$ 0.0715				\$ (0.0865				\$ 3.080	
GCA Refund Credit Oct-Dec 2023					\$ (3.790	04)														\$ (3.790	
Delivery Charge								\$	3.9608					\$ 0.0123			\$	0.2078 \$	(0.2710)		
State Tax Surcharge										\$ 0.0032	A 0.0057									\$ 0.003	
Total per MCF											\$ 0.0967									\$ 5.009	15
Small General Service (SGS)																					
Customer Charge								4	20,0000			.	0.0043				۸	1 0000 6	(4.2002)	ć 10.63E	-0
0 to 499 MCF/Yr								\$	20.0000			\$ \$	0.0042				\$	1.0000 \$	(1.3683)		
500 to 999 MCF/Yr								Ş	40.0000			\$	0.0042				\$	2.0000 \$	(2.7366)	\$ 39.267	0
1/ Capacity	¢	0.4468	¢	0.7172																\$ 1.164	10
Price to Compare - PTC	\$	0.5833	٧	0.7172	\$ -	Ś	2.9220	1			\$ 0.0084				\$ (0.0865				\$ 3.600	
GCA Refund Credit Oct-Dec 2023		0.5055			\$ (3.790	Υ	2.5220				ÿ 0.000+				γ (0.0003				\$ (3.790	
Delivery Charge					ÿ (3.73t	54)		Ś	2.7000								\$	0.1397 \$	(0.1847)	•	
State Tax Surcharge								<u> </u>	2.7000	\$ 0.0022							Ψ	σ.2037 φ	(0.120.77	\$ 0.002	
Total per MCF	\$	1.0301								7 0.00==										\$ 3.631	
Medium General Service (MGS)	•																			•	—
Customer Charge																					
1,000 to 2,499 MCF/Yr								\$	85.0000								\$	4.2500 \$	(5.8152)	\$ 83.434	18
2,500 to 24,999 MCF/Yr								\$	130.0000								\$	6.5000 \$	(8.8938)	\$ 127.606	<u>5</u> 2
1/ Capacity	\$	0.4468	\$	0.4543																\$ 0.901	ւ1_
Price to Compare - PTC	\$	0.5833			\$ -	\$	2.9220				\$ 0.0084				\$ (0.0865				\$ 3.600	
GCA Refund Credit Oct-Dec 2023					\$ (3.790	04)														\$ (3.790	
Delivery Charge								\$	2.6914								\$	0.1393 \$	(0.1841)		
State Tax Surcharge										\$ 0.0022										\$ 0.002	
Total per MCF	Ş	1.0301																		\$ 3.359	16
Large General Service (LGS)																					
Customer Charge									F7F 0000									20.7500 6	(20.2224)	5 5 6 1 1 1 1 1	
25,000 to 49,999 MCF/Yr								\$	575.0000								\$	28.7500 \$	(39.3381)		
50,000 to 99,999 MCF/Yr								<u> </u>	750.0000								<u> </u>	37.5000 \$	(51.3105)		_
100,000 to 199,999 MCF/Yr Over 200,000 MCF/Yr									1,400.0000 1,600.0000								<u> </u>	70.0000 \$ 80.0000 \$	(95.7796) (109.4624)		
Over 200,000 MCF/ 11								Ş	1,000.0000								Ą	80.0000 \$	(109.4624)	\$ 1,570.537	0
1/ Capacity	¢	0.1165	¢	0.2550																\$ 0.371	15
Price to Compare - PTC	\$	0.9136		0.2330	\$ -	\$	2.9220	1			\$ 0.0084				\$ (0.0865				\$ 3.930	
GCA Refund Credit Oct-Dec 2023		0.5130			\$ (3.790)4)	2.5220				7 0.0001				γ (0.0003				\$ (3.790	
Delivery Charge					φ (3.73)	<i>3</i> 1 <i>7</i>														ψ (3.730	
25,000 - 49,999 MCF/Yr								\$	2.6411	\$ 0.0021							\$	0.1368 \$	(0.1807)	\$ 2.599	
50,000 - 99,999 MCF/Yr								\$		\$ 0.0021							\$	0.1336 \$	(0.1763)		
100,000 - 199,999 MCF/Yr								\$		\$ 0.0021							\$	0.1332 \$	(0.1758)		
200,000 to 749,999 MCF/Yr								\$		\$ 0.0020							\$	0.1297 \$	(0.1710)		
750,000 to 1,999,999 MCF/Yr								\$		\$ 0.0017							\$	0.1114 \$	(0.1459)		
Over 2,000,000 MCF/Yr								\$	1.6445	\$ 0.0013							\$	0.0870 \$	(0.1125)	\$ 1.620)3
2/ Total per MCF	\$	1.0301																		\$ 3.110)9

^{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: September 29, 2023

^{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 - PEOPLES NATURAL GAS DIVISION

SUPPLEMENT NO. 31 TO GAS—PA PUC NO. 47 TWENTY-EIGHTH REVISED PAGE NO. 4 CANCELLING TWENTY-SEVENTH REVISED PAGE NO. 4

Quarterly 1307(f), MFC, US	Base Rate	Rider	Rider	Rider	Rider Purcl	hased (Gas Costs	Balancing	Rid	er Supplier	Ri	der	Rid	der	
	Charges	STAS	MFC	USR	Capacity	AV	C Capacity	Charge		Choice	DSIC (Charge	TF	RS	Total Rate
	(1)	(2)	(3)	(4)	(5)		(6)	(7)		(8)	(9)	(1	0)	(11=SUM 1 to 10)
Rate GS-T Residential		0.08%										5.00%	-6	5.8414%	
Customer Charge	\$ 14.5000								\$	0.0042	\$	0.7250	\$ (0.9920)	\$ 14.2372
Capacity			\$ 0.0252		\$ 1.0301	1 \$	0.7515								\$ 1.8068
Delivery Charge	\$ 3.9608		<u>-</u>	\$ 0.0123	3	-					\$	0.1999	\$ (0.2710)	\$ 3.9020
State Tax Surcharge		\$ 0.0032											<u> </u>	•	\$ 0.0032
Total per MCF															\$ 5.7120
Rate GS-Transportation SGS															
Customer Charge															
0 to 499 MCF/Yr	\$ 20.0000								\$	0.0042	\$	1.0000	\$ (1.3683)	\$ 19.6359
500 to 999 MCF/Yr	\$ 40.0000								\$	0.0042		2.0000	•	2.7366)	
·														,	·
1/ Capacity/BB&A						\$	0.7172	\$ 0.4468							\$ 1.1640
Delivery Charge	\$ 2.7000					-					\$	0.1350	\$ (0.1847)	\$ 2.6503
State Tax Surcharge		\$ 0.0022									-		<u> </u>		\$ 0.0022
Total per MCF															\$ 3.8164
Rate GS-Transportation MGS															<u> </u>
Customer Charge															
1,000 to 2,499 MCF/Yr	\$ 85.0000										\$	4.2500	Ś (!	5.8152)	\$ 83.4348
2,500 to 24,999 MCF/Yr	\$ 130.0000										\$	6.5000	<u> </u>	8.8938)	
, , , ,	-													,	·
1/ Capacity/BB&A						\$	0.4543	\$ 0.4468							\$ 0.9011
Delivery Charge	\$ 2.6914					-					\$	0.1346	\$ (0.1841)	\$ 2.6418
State Tax Surcharge		\$ 0.0022									·		·	<u> </u>	\$ 0.0022
Total per MCF															\$ 3.5451
Rate GS-Transportation LGS															
Customer Charge															
25,000 to 49,999 MCF/Yr	\$ 575.0000										\$ 2	28.7500	\$ (3	9.3381)	\$ 564.4120
50,000 to 99,999 MCF/Yr	\$ 750.0000										\$ 3	37.5000	\$ (5	1.3105)	\$ 736.1895
100,000 to 199,999 MCF/Yr	\$ 1,400.0000										\$ 7	70.0000	\$ (9.	5.7796)	\$ 1,374.2204
Over 200,000 MCF/Yr	\$ 1,600.0000										\$ 8	30.0000	\$ (10	9.4624)	\$ 1,570.5376
1/ Capacity/BB&A						\$	0.2550	\$ 0.1165							\$ 0.3715
Delivery Charge															
25,000 - 49,999 MCF/Yr	\$ 2.6411	\$ 0.0021									\$	0.1321	•	0.1807)	
50,000 - 99,999 MCF/Yr	\$ 2.5773	\$ 0.0021									\$	0.1289	\$ (0.1763)	\$ 2.5319
100,000 - 199,999 MCF/Yr	\$ 2.5694										\$	0.1285	•	0.1758)	
200,000 to 749,999 MCF/Yr	\$ 2.4999	\$ 0.0020									\$	0.1250		0.1710)	
750,000 to 1,999,999 MCF/Yr	\$ 2.1327	\$ 0.0017									\$	0.1066		0.1459)	
Over 2,000,000 MCF/Yr	\$ 1.6445	\$ 0.0013									\$	0.0822	\$ (0.1125)	
2/ Total per MCF															\$ 2.9661

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

ISSUED: September 29, 2023 EFFECTIVE: October 1, 2023

^{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.

SUPPLEMENT NO. 15 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 5 CANCELLING FIRST PAGE NO. 5

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ISSUED: July 30, 2021

EFFECTIVE: August 1, 2021

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 6 CANCELLING 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.

<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 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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 7 CANCELLING 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.

Small Business Customer – 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.

(C) – Indicates change.
(D) – Indicates decrease.

(I) - Indicates increase.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 8 CANCELLING 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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 9 CANCELLING 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.

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 10 CANCELLING FIRST REVISED 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 and Rate E-CAP (C)

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.

(C) Indicates change.

ISSUED: September 30, 2022 EFFECTIVE: October 1, 2022

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 11 CANCELLING ORIGINAL PAGE NO. 11

Wilmerding

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 Port Vue Avalon Etna Rankin Baldwin Forest Hills Rosslyn Farms Sewickley Heights Bellevue Fox Chapel Sewickley Hills Ben Avon Franklin Park Ben Avon Heights Glassport Sharpsburg Springdale Bethel Park Greentree Heidelberg Swissvale Blawnox Braddock Homestead Tarentum Braddock Hills Ingram Thornburg Jefferson Brackenridge Trafford Brentwood Jefferson Hill **Turtle Creek** Bridgeville Liberty Verona Carnegie Lincoln Versailles Chalfant McKeesport Wall

Cheswick McKees Rocks West Elizabeth Churchill Millvale West Homestead West Mifflin Monroeville Clairton Coraopolis Mt. Oliver West View Crafton Whitaker Munhall Dormont Whitehall North Braddock Dravosburg Oakmont White Oak Duquesne Penn Hills Wilkinsburg

East McKeesport Pitcairn
East Pittsburgh Pittsburgh
Edgewood Pleasant Hills

Elizabeth Plum

Townships

Aleppo Kilbuck Scott Collier Marshall Shaler Crescent **McCandless** South Fayette East Deer South Park Moon South Versailles Elizabeth Mt. Lebanon North Fayette Springdale Fawn North Versailles Stowe Findlay

Forward O' Hara Upper St. Clair Frazer Ohio West Deer Hampton Pine Wilkins

Harmar Reserve
Harrison Richland
Indiana Robinson
Kennedy Ross

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 12 CANCELLING ORIGINAL PAGE NO. 12

DESCRIPTION OF TERRITORY

ARMSTRONG COUNTY

Boroughs

ApolloFord CityManorvilleApplewoldFord CliffNorth ApolloAtwoodFreeportRural ValleyDaytonKittanningWest Kittanning

Elderton Leechburg

Townships

Bethel South Buffalo Mahoning Boggs Manor Sugarcreek Valley Burrell North Buffalo Washington Cadogan Parks Cowanshannock Pine Wayne East Franklin West Franklin Plumcreek

Gilpin Rayburn
Kiskiminetas Redbank
Kittanning South Bend

Madison

BEAVER COUNTY

Cities & Boroughs

Aliquippa Monaca Shippingport
Beaver Ohioville South Heights

Industry Midland

<u>Townships</u>

BrightonHopewellPotterCenterIndependenceRaccoonChippewaMarionSouth BeaverDarlingtonNew SewickleyVanport

Franklin

BLAIR COUNTY

Cities and Boroughs

Altoona Duncansville Tyrone

Bellwood Hollidaysburg

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 13 CANCELLING ORIGINAL PAGE NO. 13

DESCRIPTION OF TERRITORY

BLAIR COUNTY (continued)

Townships

Allegheny Frankstown Logan Antis Greenfield Snyder

Blair

BUTLER COUNTY

Boroughs

CalleryPortersvilleSlippery RockEvans CityProspectValenciaHarmonySaxonburgZelienopleMarsSeven Fields

Townships

Marion

AdamsForwardMiddlesexBuffaloFranklinMuddycreekCherryJacksonSlippery RockClintonJeffersonWinfieldConnoquenessingLancasterWorth

Cranberry

CAMBRIA COUNTY

Cities and Boroughs

BrownstownFranklinNanty-GloCressonGeistownPortageDaleJohnstownSankertownEbensburgLorainSouthmontFerndaleLorettoWestmont

Townships

East Taylor Adams Richland Allegheny Jackson Stonycreek Lower Yoder Blacklick Susquehanna Upper Yoder Cambria 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

Townships

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

CentervilleFinleyvilleBeallsvilleCokeburgMonongahelaBentleyvilleDeemstonNew 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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St. Clair

Salem

DESCRIPTION OF TERRITORY

WESTMORELAND COUNTY (continued)

Cities and Boroughs

Greensburg Hunker Hyde Park Irwin

New Florence West Leechburg Youngstown Youngwood

Townships

Allegheny

Ligonier Bell Lower Burrell Loyalhanna Derry Donegal Mt. Pleasant

South Huntingdon

East Huntingdon North Huntingdon Unity

Fairfield Penn Upper Burrell Hempfield Rostraver Washington

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:
 - 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 residential customers with household incomes at or below 250% of the federal poverty level except for: 1) customers whose actions are grounds for immediate termination, as described above, and 2) any person receiving gas service as a User without Contract. The Company will use financial information from the customer provided within them most recent twelve month period to determine if a customer exceeds the 250% federal poverty level.

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. This fee is waived for customers at or below 150% of the federal poverty level. 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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RULES AND REGULATIONS

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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RULES AND REGULATIONS

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.
- 2. <u>Alternate Fuel Capability</u>: 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.
- 5. <u>Essential Human Needs Use</u>: 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. Firm Service: 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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RULES AND REGULATIONS

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., firm large commercial and industrial requirements for plant protection, and operational facilities of electric distribution companies.
- 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. Electricity delivered by an electric distribution company shall not constitute a competitive alternative for purposes of natural gas flex rate eligibility or amount, unless the electric distribution company offers an electric flexed distribution rate to the customer. 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:
 - i. 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:
 - i. 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 or the customer's income is at or below 150% of the federal poverty level, the fee will be waived. The fee for this service is \$75. This fee is not applicable to foreign load investigations.

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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 \$14.50

Delivery Charge per Mcf \$3.9608

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.

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 37 CANCELLING FIRST REVISED PAGE NO. 37

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, 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. (C)
- 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.

(C) - Indicates Change.

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 38 CANCELLING FIRST REVISED PAGE NO. 38

CUSTOMER ASSISTANCE PROGRAM (CAP)

RATE TABLE (C)

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	4%	(D)
В	5%	(D)
С	6%	(D)

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.

PAYMENTS TOWARD ARREARAGE (C)

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 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.
- (C) Indicates change.
- (D) Indicates decrease.

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 39 CANCELLING FIRST REVISED PAGE NO. 39

CUSTOMER ASSISTANCE PROGRAM (CAP)

RULES AND REGULATIONS (C)

- 1. Customer with earned income must recertify income eligibility biennially. Customers with only certain fixed incomes, such as social security, pension and disability must recertify income eligibility triennially. Customers reporting zero income using the Company's zero income form must recertify within 6 months. **(C)**
- 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 may 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. (C)
- 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.

(C) – Indicates change.

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 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 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.

(C)

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.

(C) - Indicates change.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 40 CANCELLING ORIGINAL PAGE NO. 40

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 October 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 \$20.00

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 \$2.7000

Delivery Charge per Mcf – Transitional Industrial customers \$2.5012

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.

ISSUED: October 7, 2019
PEOPLES NATURAL GAS COMPANY LLC

EFFECTIVE: October 29, 2019 SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 41

CANCELLING ORIGINAL PAGE NO. 41

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 42 CANCELLING ORIGINAL PAGE NO. 42

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 October 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

\$85.00

For customers (including Transitional Industrial) with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf

\$130.00

Delivery Charge per Mcf

\$2.6914

Delivery Charge per Mcf – Transitional Industrial customers

\$2.2663

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.

ISSUED: October 7, 2019
PEOPLES NATURAL GAS COMPANY LLC

EFFECTIVE: October 29, 2019 SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47

FIRST REVISED PAGE NO. 43 CANCELLING ORIGINAL PAGE NO. 43

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 44 CANCELLING ORIGINAL PAGE NO. 44

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 October 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	\$575.00 \$750.00
or greater than 100,000 Mcf but less than 200,000 Mcf For customers (including Transitional Industrial) with annual consumption equal to	\$1,400.00
or greater than 200,000 Mcf	\$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	\$2.6411
For customers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf	\$2.5773
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	\$2.5694
less than 750,000 Mcf	\$2.4999
For customers with annual consumption equal to or greater than 750,000 Mcf but less than 2,000,000 Mcf	\$2.1327
For customers with annual consumption equal to or greater than 2,000,000 Mcf	\$1.6445
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	\$2.1931
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	\$2.1583
less than 200,000 Mcf	\$2.1395
For customers with annual consumption equal to or greater than 200,000 Mcf but less than 750,000 Mcf	\$2.0535
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	\$1.7553 \$1.6445

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 45 CANCELLING ORIGINAL PAGE NO. 45

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 46 CANCELLING ORIGINAL 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 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

SUPPLEMENT NO. 31 TO GAS—PA PUC NO. 47 FIFTH REVISED PAGE NO. 47 CANCELLING FOURTH 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 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 5.9 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:

(D) Indicates Decrease.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 48 CANCELLING ORIGINAL PAGE NO. 48

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%.

SUPPLEMENT NO. 16 TO GAS—PA PUC NO. 47 THIRD REVISED PAGE NO. 49 CANCELLING SECOND 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 for small and medium general service customers and for large general service customers. This rate will be recalculated in each of the Company's annual 1307(f) gas cost proceedings. The currently effective balancing charges are reflected on Tariff Page Nos. 3 and 4.

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.

(C) Indicates Change.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 50 CANCELLING 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 customer in order to assess the appropriate customer charge.

\$14.50	Customer Charge per month per meter for all Residential customers.
\$20.00	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.
\$85.00	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.
\$130.00	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.
\$575.00	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.
\$750.00	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.

ISSUED: October 7, 2019

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 51 CANCELLING ORIGINAL PAGE NO. 51

EFFECTIVE: October 29, 2019

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 Residential Service Customers	\$3.9608
For Small General Service Customers	\$2.7000
For Medium General Service Customers	\$2.6914
For Large General Service Customers with annual consumption greater than 25,000 Mcf but less than 50,000 Mcf	\$2.6411
For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf	\$2.5773
For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf	\$2.5694
For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf	\$2.4999
For Large General Service Customers with annual consumption greater than 750,000 Mcf. but less than 2,000,000 Mcf	\$2.1327
For Large General Service Customers with annual consumption greater than 2,000,000 Mcf	\$1.6445
THE COLUMN THE COLUMN THE THE COLUMN THE THE COLUMN THE	
The following is the maximum charge per Mcf for transportation service for Transitional Inc	lustrial Customers:
For Small General Service Customers	lustrial Customers: \$2.5012
For Small General Service Customers	\$2.5012
For Small General Service Customers For Medium General Service Customers For Large General Service Customers with annual consumption	\$2.5012 \$2.2663
For Small General Service Customers For Medium General Service Customers For Large General Service Customers with annual consumption greater than 25,000 Mcf. but less than 50,000 Mcf For Large General Service Customers with annual consumption	\$2.5012 \$2.2663 \$2.1931
For Small General Service Customers For Medium General Service Customers For Large General Service Customers with annual consumption greater than 25,000 Mcf. but less than 50,000 Mcf For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf For Large General Service Customers with annual consumption	\$2.5012 \$2.2663 \$2.1931 \$2.1583
For Small General Service Customers For Medium General Service Customers For Large General Service Customers with annual consumption greater than 25,000 Mcf. but less than 50,000 Mcf For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf For Large General Service Customers with annual consumption	\$2.5012 \$2.2663 \$2.1931 \$2.1583 \$2.1395
For Small General Service Customers For Medium General Service Customers For Large General Service Customers with annual consumption greater than 25,000 Mcf. but less than 50,000 Mcf For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf	\$2.5012 \$2.2663 \$2.1931 \$2.1583 \$2.1395 \$2.0535

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 51A CANCELLING ORIGINAL PAGE NO. 51A

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.

SUPPLEMENT NO. 8 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 52 CANCELLING FIRST REVISED 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 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 (C)

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. 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. (C) Indicates Change.

SUPPLEMENT NO. 31 TO GAS—PA PUC NO. 47 EIGHTH REVISED PAGE NO. 53 CANCELLING SEVENTH REVISED PAGE NO. 53

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	\$1.0301	(D)
SGS Capacity Charge per Mcf	\$1.0301	(D)
MGS Capacity Charge per Mcf	\$1.0301	(D)
LGS Capacity Charge per Mcf	\$1.0301	(D)

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.

(D) Indicates Decrease.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 54 CANCELLING ORIGINAL PAGE NO. 54

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.

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 55 CANCELLING ORIGINAL PAGE NO. 55
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 56 CANCELLING 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. 8 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 57 CANCELLING FIRST REVISED PAGE NO. 57

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 is \$0.26 per Mcf, plus applicable retainage*.

If a conventional producer adds incremental conventional production to the Peoples' system, that producer's incremental production shall qualify for a reduced Rate AGS fee equal to 50% of the effective monthly Rate AGS fee.

Incremental conventional production is any conventional production that is not connected to the Company's facilities as of June 15, 2019 and shall not include any existing production delivered to Peoples' system and subsequently acquired by the producer from any other producer. Incremental conventional production shall also include increased production volumes from existing conventional wells as a result of well stimulation or similar actions. The level of incremental production volumes from existing wells shall be determined by the Company based on supporting information provided to the Company by the producer.

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.

(C),(I)

- * The current applicable retainage rate is 2.3% for all conventional production and is negotiable for unconventional production.
- (C) Indicates Change, (I) Indicates Increase, (D) Indicates Decrease.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 58 CANCELLING ORIGINAL PAGE NO. 58

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.

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 59 CANCELLING ORIGINAL PAGE NO. 59
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SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 60 CANCELLING 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 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.

SUPPLEMENT NO. 16 TO GAS—PA PUC NO. 47 FOURTH REVISED PAGE NO. 61 CANCELLING THIRD PAGE NO. 61

RIDER STATE TAX SURCHARGE

There shall be added to gas bills rendered by the utility for retail gas service a surcharge percent applied to the delivery charge under all rate schedules served by this tariff to reflect changes and new taxes imposed by the General Assembly. The currently effective surcharge percentage is reflected on Tariff Page Nos. 3 and 4. (C)

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.

(C) Indicates Change

SUPPLEMENT NO. 16 TO GAS—PA PUC NO. 47 NINTH REVISED PAGE NO. 62 CANCELLING EIGHTH REVISED PAGE NO. 62

RIDER PURCHASED GAS COST (1307(f) RATES)

COMPUTATION OF PURCHASED GAS COSTS

(C)

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

Demand = $\underline{DC - B - R - DOU}$

S+P1AC+SBC

Commodity = <u>CC</u>

S+SBR

Over/Under Collection =

AVC Capacity 1/ = AVC - AVCOU

S+P1AC+NP1

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

The currently effective purchased gas cost rates are reflected on Tariff Pages 3 and 4.

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.

(C) Indicates Change.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 63 CANCELLING ORIGINAL PAGE NO. 63

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.¹

"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.

"Projected" refers to 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.

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

SUPPLEMENT NO. 16 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 63A CANCELLING FIRST REVISED PAGE NO. 63A

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 initial 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 Tariff Page Nos. 3 and 4 for the currently effective AVC Capacity Charge rates.

(C)

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.

(C) Indicates Change.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 63B CANCELLING ORIGINAL PAGE NO. 63B

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 64 CANCELLING ORIGINAL PAGE NO. 64

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 65 CANCELLING ORIGINAL PAGE NO. 65

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.

SUPPLEMENT NO. 16 TO GAS—PA PUC NO. 47 THIRD REVISED PAGE NO. 66 CANCELLING SECOND 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 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.

(C)

The currently effective Supplier Choice Charge per Month is reflected on Tariff Page Nos. 3 and 4.

ISSUED: September 30, 2021 EFFECTIVE: October 1, 2021

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 TENTH REVISED PAGE NO. 67 CANCELLING NINTH REVISED PAGE NO. 67

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.

(C)

For residential customers receiving service under Rate RS and Rate GS-T, the MFC shall equal the write-off factor of 2.448% times the gas cost charges as set forth in Peoples' Rider Purchase Gas Cost. The current MFC applicable to Rate RS customers is shown on Tariff Page Nos. 3 and 4. **(D)**

(C)

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 0.211% times the gas cost charges as set forth in Peoples' Rider Purchase Gas Cost. The current MFC applicable to these customers is shown on Tariff Page Nos. 3 and 4. (I)

- (C) Indicates Change.
- (D) Indicates Decrease.
- (I) Indicates Increase.

ISSUED: September 30, 2022 EFFECTIVE: October 1, 2022

SUPPLEMENT NO. 22 TO GAS—PA PUC NO. 47 TENTH REVISED PAGE NO. 68 CANCELLING NINTH REVISED PAGE NO. 68

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.

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).

The currently effective Rider Universal Service Charge is reflected on Tariff Page Nos. 3 and 4.

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: (C)

- 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. 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 3.86% times the average CAP credit and arrearage forgiveness of existing CAP customers times the incremental number of CAP participants in excess of 32,300 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.

(C) Indicates Change.

ISSUED: September 30, 2022 EFFECTIVE: October 1, 2022

SUPPLEMENT NO. 16 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 69 CANCELLING FIRST REVISED PAGE NO. 69

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 Purchased 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.

(C) The currently effective Rider GPC Charge is reflected on Tariff Page No. 3.

(C) Indicates Change.

ISSUED: September 30, 2021 EFFECTIVE: October 1, 2021

SUPPLEMENT NO. 26 TO GAS—PA PUC NO. 47 FOURTH REVISED PAGE NO. 70 CANCELLING THIRD PAGE NO. 70

RIDER TAX REPAIRS SURCREDIT (TRS)

Pursuant to Docket No. P-2020-3021191, there shall be a surcredit of negative 6.8414% percent applied to the customer charge and the base rate delivery charge under all rate schedules served by this tariff. Any customer receiving a discounted flexible delivery charge rate will not be eligible for the surcredit.

Purpose: The purpose of this surcredit is to refund, over a five-year period, the entire tax benefit of a catch-up tax deduction resulting from the Company's defining its unit of property under the Internal Revenue Service's Treasury Regulations 1.263(a)-3 and 1.162-4. This catch-up deduction or "look back" represents the difference between federal and state income tax depreciation claimed versus the repair deductions that would have been claimed for the tax years ended December 31, 2012 through March 15, 2020.

Effective Date: Beginning with service rendered August 1, 2021.

Calculation: The annual amount of the surcredit will be approximately \$29.431 Million, equal to 100% of the tax benefit from the catch-up tax deduction of approximately \$391 million refunded over a five year period.

Reconciliation: In accordance with Section 1307(e) of the Public Utility Code, the Company shall provide a reconciliation of the amount refunded and the tax benefit of the catch up deduction for the twelve month period ended December 31. The rate will be adjusted annually for the resulting over/undercollection to be effective April 1. The annual reconciliation will be filed by March 21 for the preceding calendar year.

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 recoup or refund period.

This surcredit will remain in place for six years (five years of refund period and one year for a final reconciliation period). Any over or under ratepayer surcredit amounts remaining at the end of year five shall be flowed through to Customers in the Company's next quarterly 1307(f) gas cost filing. Within 60 days of termination of the distribution of the rate credit, the Company shall file with the Commission and provide a copy to all parties to Docket No. P-2020-3021191 a final reconciliation of all surcredit amounts.

Upon determination that this surcredit, 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 this surcredit.

ISSUED: March 21, 2023 EFFECTIVE: April 1, 2023

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 71 CANCELLING ORIGINAL PAGE NO. 71
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019
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PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 72 CANCELLING ORIGINAL PAGE NO. 72
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 73 CANCELLING ORIGINAL PAGE NO. 73
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

PEOPLES NATURAL GAS COMPANY LLC - PEOPLES NATURAL GAS DIVISION

SUPPLEMENT NO. 29 TO GAS—PA PUC NO. 47 FIFTH REVISED PAGE NO. 74 CANCELLING FOURTH REVISED PAGE NO. 74

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

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 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.

(I) Indicates Increase

ISSUED: June 20, 2023 EFFECTIVE: July 1, 2023

SUPPLEMENT NO. 23 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 75 CANCELLING FIRST PAGE NO. 75

RIDER 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 Rider State Tax Adjustment, Rider Purchased Gas Cost and Rider AVC Capacity Charge. 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, Rider Purchased Gas Cost and Rider AVC Capacity Charge. (C)

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

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

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes pertaining to property-related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. Code § 168. **(C)**

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

STFT = (State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between (C) accelerated tax depreciation and book depreciation net of federal tax. [NOTE: UTILITY MAY ELECT TO INCLUDE THE STFT IN THE PTRR COMPONENT.]

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 Rider State Tax Adjustment, Rider Purchased Gas Cost and Rider AVC Capacity Charge) 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. **(C)**

<u>Quarterly Updates:</u> 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.

(C) Indicates Change.

ISSUED: December 22, 2022 EFFECTIVE: January 2, 2023

SUPPLEMENT NO. 23 TO GAS—PA PUC NO. 47 SECOND REVISED PAGE NO. 76 CANCELLING FIRST PAGE NO. 76

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

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, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection. The utility is not permitted to accrue interest on under collections. (C)
- 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.

(C) Indicates Change

ISSUED: December 22, 2022 EFFECTIVE: January 2, 2023

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 77 CANCELLING ORIGINAL PAGE NO. 77

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	Residential		Commercial	
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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. 47 FIRST REVISED PAGE NO. 78 CANCELLING ORIGINAL 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.

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 and interest 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.

The interest will be calculated 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.) in effect on the last day of the month prior to the refund to customers

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. Once the one-time bill credit is provided to customers, Rider TCJA will terminate.

SUPPLEMENT NO. 3 TO Gas - PA PUC No. S-3

PEOPLES NATURAL GAS COMPANY LLC

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

ISSUED: September 22, 2020 EFFECTIVE: September 23, 2020

By: Michael Huwar

President 375 North Shore Drive

Pittsburgh, PA 15212

NOTICE

Revision to Purchase of Receivables under Rate SBS in Compliance with the Commission Order entered January 24, 2020 in Docket Nos. A-2018-3006061, A-2018-3006062 and A-2018-3006063

PEOPLES NATURAL GAS COMPANY LLC SUPPLEMENT NO. 3 TO GAS—PA PUC NO. S-3 SECOND REVISED PAGE NO. 2 CANCELLING FIRST REVISED PAGE NO. 2 and FIRST REVISED PAGE NO. 2A

LIST OF CHANGES

Page	Page Description	Revision Description
Cover	Cover Page	Company President updated.
Page	_	
2	List of Changes	List of Changes
39	Rate SBS	Revise terms of purchase of receivables to increase SGS customer eligibility from 300 Mcf annually to 1,000 Mcf annually, in accordance with the settlement in Docket Nos. A-2018-3006061, A-2018-3006062 and A-2108-3006063, approved by Commission Order entered January 24, 2020.

ISSUED: September 22, 2020 EFFECTIVE: September 23, 2020

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

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SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 4 CANCELLING ORIGINAL PAGE NO. 4

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.

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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, of 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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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 NGSs, 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;
- ii. to maintain pressures necessary for the Company's operations;
- 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;
- 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;
- (3) 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:
 - 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.
- 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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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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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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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 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:
 - That the Commission regulated services provided by the Company are of a superior quality when services are purchased from its affiliated NGS;
 - 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; or
 - 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 (r)(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 (r)(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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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 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

- 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 a 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. <u>Customer Service, Information Requirements and Slamming Complaints</u>

- 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

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 may choose to decline their pro-rata 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 may change their election to accept or decline capacity each April.

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 de minimis 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

<u>AVAILABILITY</u>

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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 31A CANCELLING ORIGINAL PAGE NO. 31A

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 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:

- 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.

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 32 CANCELLING ORIGINAL PAGE NO. 32

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 February - 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. <u>Daily Load Forecasting and Balancing</u>

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 COMPANT LLC	FIRST REVISED PAGE NO. 34 CANCELLING ORIGINAL PAGE NO. 34
RATE <u>NON-PRIORITY ONE PO</u>	NP-1 OLING SERVICE (cont.)
8. Local Gas Volumes	
Refer to Rule11, part (c), for nomination and	reconciliation details.

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 34A CANCELLING ORIGINAL PAGE NO. 34A
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 35 CANCELLING ORIGINAL PAGE NO. 35
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

PEOPLES NATURAL GAS COMPANY LLC	SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 35A CANCELLING ORIGINAL PAGE NO. 35A
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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

SUPPLEMENT NO. 2 TO GAS—PA PUC NO. S-3 FIRST REVISED PAGE NO. 36 CANCELLING ORIGINAL PAGE NO. 36

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.

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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ISSUED: October 7, 2019	EFFECTIVE: October 29, 2019

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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.
- 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.

SUPPLEMENT NO. 3 TO GAS—PA PUC NO. S-3 SECOND REVISED PAGE NO. 39 CANCELLING FIRST REVISED PAGE NO. 39

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 an NP-1 pool opts to participate in the POR program, the Company shall purchase receivables for only residential and small business Customers consuming less than 1,000 Mcf annually. NGSs serving NP-1 (C) 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;
- 6. 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;
- The NGS must confirm to the Company that their Customer terms and conditions are appropriately revised to reflect their collection rights; and

ISSUED: September 22, 2020 EFFECTIVE: September 23, 2020

SUPPLEMENT NO. 2 TO GAS—PAPUC NO. S-3 FIRST REVISED PAGE NO. 40 CANCELLING 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 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; and
- 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.

SUPPLEMENT NO. 96 TO TARIFF GAS - PA PUC NO. 8

PEOF	PLES	NAT	URAL	GAS	COM	PANY	LLC -	- PEOP	LES	GAS	DIV	ISION

RATES, RULES AND REGULATIONS FOR NATURAL GAS SERVICE IN TERRITORY DESCRIBED HEREIN

ISSUED: September 29, 2023 EFFECTIVE: October 1, 2023

October 1, 2023 Annual and Quarterly 1307(f), Rider MFC, Rider USP and Rider Supplier Choice Filing

ISSUED BY:

MICHAEL HUWAR
PRESIDENT
PEOPLES NATURAL GAS COMPANY LLC
205 NORTH MAIN STREET
BUTLER, PENNSYLVANIA 16001

PEOPLES NATURAL GAS COMPANY LLC – PEOPLES GAS DIVISION

SUPPLEMENT NO. 96 TO TARIFF GAS – PA PUC NO. 8 EIGHTY-NINTH REVISED PAGE NO.1 CANCELING EIGHTY-EIGHTH PAGE NO.1

LIST OF CHANGES MADE BY THIS TARIFF

	<u>Current</u>	Proposed	Increase/ (Decrease)		
Rider PGC Rate RS, SGS, MGS, LGS, NGPV					
Capacity Charge Gas Cost Adjustment Charge Natural Gas Supply Charge	\$1.0310 \$0.3936 \$0.7262	\$1.0301 (\$3.7904) \$2.9220	(\$0.0009) (\$4.1840) \$2.1958		
Rider MFC - Merchant Function Charge					
RS SGS MGS LGS RS-T	\$0.0526 \$0.0045 \$0.0045 \$0.0045	\$0.0967 \$0.0084 \$0.0084 \$0.0084	\$0.0441 \$0.0039 \$0.0039 \$0.0039		
Balancing Charges					
SGS MGS LGS	\$0.4052 \$0.4052 \$0.1388	\$0.4468 \$0.4468 \$0.1165	\$0.0416 \$0.0416 (\$0.0223)		
Rider USP - Universal Service Program	\$0.1482	\$0.0308	(\$0.1174)		
Rider Supplier Choice	(\$0.0018)	(\$0.0012)	\$0.0006		
Retainage Charges	5.95%	5.9%	(0.05) %		

ISSUED: September 29, 2023 EFFECTIVE: October 1, 2023

APPENDIX C - Peoples Gas Tariff No. 8 - effective October 1, 2023 PEOPLES GAS COMPANY LLC SUPPL

SUPPLEMENT NO. 50 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO.2 CANCELING THIRD REVISED PAGE NO.2

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EFFECTIVE: November 10, 2018

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PEOPLES GAS COMPANY LLC

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LIST OF COMMUNITIES SERVED

The Company's charter territory includes Allegheny, Armstrong, Beaver, Butler, Cambria, Clarion, Clearfield, Crawford, Erie, Fayette, Greene, Indiana, Jefferson, Lawrence, Mercer, Somerset, Venango, Washington, and Westmoreland Counties, Pennsylvania. Gas service is available in all localities where the Company has pipelines, including without limitation, the following cities, boroughs and townships:

ALLEGHENY COUNTY

Boroughs

Brackenridge Cheswick Harwick
Plum Springdale Tarentum

Townships

East DeerFawnFrazerHarmarHarrisonIndianaMarshallPineSpringdale

West Deer

ARMSTRONG COUNTY

Boroughs

Freeport Kittanning Parker City

West Kittanning Worthington

Townships

Bethel Boggs **Bradys Bend** Burrell Cowanshannock Cowansville East Franklin Hovey **Kiskiminetas** Kittanning Madison Mahoning North Buffalo **Parks** Manor Pine Plumcreek Rayburn South Bend South Buffalo Redbank Sugarcreek Valley Washington

Wayne West Franklin

BEAVER COUNTY

Townships

Franklin

BUTLER COUNTY

Cities and Boroughs

Bruin Butler Callery

ISSUED: September 29, 2017 EFFECTIVE: October 1, 2017

APPENDIX C - Peoples Gas Tariff No. 8 - effective October 1, 2023

PEOPLES GAS COMPANY LLC

SUPPLEMENT NO. 46 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 6 CANCELLING ORIGINAL PAGE NO.6

LIST OF COMMUNITIES SERVED (Continued)

ConnoquenessingEast ButlerFairviewMarsMyomaPetroliaSarverSaxonburgSeven Fields

Valencia

Townships

Adams Buffalo Butler Center Clearfield Clinton Concord Connoquenessing Cranberry Donegal Fairview Forward Franklin Jefferson Lancaster Middlesex Oakland Parker Penn Summit Washington

Winfield

CAMBRIA COUNTY

Cities and Boroughs

Gallitzin Johnstown Nanty Glo

<u>Townships</u>

Colver Township

CLARION COUNTY

Boroughs

Curllsville Sligo

Townships

Clarion Limestone Madison Monroe Piney Porter

Redbank Toby

CLEARFIELD COUNTY

Townships

Bell Burnside

ISSUED: September 29, 2017 EFFECTIVE: October 1, 2017

PEOPLES GAS COMPANY LLC

SUPPLEMENT NO, 46 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 7 CANCELLING ORIGINAL PAGE NO.7

LIST OF COMMUNITIES SERVED (Continued)

INDIANA COUNTY

Boroughs

Blairsville Ernest Glen Campbell Indiana Marion Center Plumville

Shelocta Smicksburg

Townships

Armstrong Banks Black Lick
Brush Valley Buffington Burrell
Canoe Center Conemaugh
East Mahoning East Wheatfield Grant

HomeMontgomeryNorth MahoningPineRayneSouth MahoningWashingtonWest MahoningWest Wheatfield

White Young

JEFFERSON COUNTY

Boroughs

Big Run Punxsutawney Rossiter

Timblin Worthville

Townships

Bell Beaver Clover Eldred Gaskill Henderson Knox McCalmont Oliver Perry Pine Creek Porter Ringgold Rose Union Warsaw Washington Winslow

Young

WESTMORELAND COUNTY

Cities and Boroughs

Arnold Derry Hyde Park
Lower Burrell Murrysville New Kensington

Vandergrift

Townships

Allegheny Bell Derry Township
Loyalhanna McCullough New Derry
Salem Upper Burrell Unity

Washington

ISSUED: September 29, 2017 EFFECTIVE: October 1, 2017

PEOPLES TWP LLC

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 8

DEFINITIONS

The following definitions shall apply to terms used in this Tariff, unless clearly indicated otherwise:

Act - the Pennsylvania Natural Gas Customer Choice and Competition Act (66 Pa. C.S. §2201-2211), as amended.

<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.

<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.

Applicant – any person, corporation or other entity that (i) wants to receive service described in this Tariff from the Company, (ii) complies with the Company's requirements for obtaining such service, (iii) has requested and is awaiting Company approval of a request for service and (iv) is not yet actually receiving service from the Company under this Tariff.

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

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

<u>Calendar Month Pool Supply –</u> The sum of the Daily Available Volumes during the month and any imbalance sales to or purchases from the Company.

<u>Chapter 56</u> – the Commission regulations at 52 Pa. Code §56 that govern metering, billing, collections and related issues pertaining to residential gas service.

Commission - the Pennsylvania Public Utility Commission

Company - Peoples TWP LLC

<u>Customer</u> – A 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 Transportation Service under this Tariff.

<u>Commodity Rate</u> – a rate designed to recover the bundled cost of (i) the natural gas commodity and (ii) delivery or distribution charge to Customers by the Company.

<u>Customer Service Charge</u> – the monthly charge applicable to each Rate Schedule billed to Customers to recover a portion of the Company's costs incurred to provide gas distribution or delivery service to Customers.

<u>Daily Available Volume</u> — The total quantity of gas available to be allocated by the NGS for the 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 Rule 18 M.

<u>Distribution Charge or Volumetric Delivery Rate</u> – the rates or charges billed to Customers to recover the distribution or delivery charges not recovered through the monthly Customer Service Charge.

ISSUED: April 30, 2013 EFFECTIVE: January 1, 2014

PEOPLES TWP LLC

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 9

DEFINITIONS (Continued)

<u>Imbalance Trading Volume</u> — The volume of gas traded to or received from another Non-Priority One NGS within four full business days after the Company provides customer consumption volumes.

Mcf - 1,000 cubic feet of natural gas, a standard unit of measuring natural gas volume.

<u>Retail Service</u> – bundled gas supply and delivery service provided to Customers by the Company pursuant to applicable Rate Schedules under this Tariff.

<u>Transportation Service</u> – gas delivery or distribution service provided to Customers by the Company pursuant to applicable Transportation Service Rate Schedules under this Tariff.

ISSUED: April 30, 2013 EFFECTIVE: January 1, 2014

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 10

RATES AVAILABLE UNDER THIS TARIFF

Rate Schedule RS/RS-T-Residential Sales and Transportation Services (page 75)

• Retail Service

Available to any Residential Customer in the Company's service territory.

Transportation Service

Available to any Residential Customer in the Company's service territory.

Rate Schedule RUS – Residential Universal Service (pages 76-77)

Retail Service

Available to any Residential Customer in the Company's service territory with annual income at or below 150% of the Federal poverty level.

Rate Schedule SGS - Small General Service (page 78)

Available to any commercial or industrial Customer in the Company's service territory using less than 1,000 Mcf annually.

Rate Schedule MGS - Medium General Service (page 79)

Available to any commercial or industrial Customer in the Company's service territory using more than 1,000 Mcf and less than 25,000 Mcf annually.

Rate Schedule LGS - Large General Service (page 80)

Available to any Customer in the Company's service territory using more than 25,000 Mcf annually.

PEOPLES GAS COMPANY LLC

SUPPLEMENT NO. 55 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 11 CANCELING ORIGINAL PAGE NO. 11

RATES AVAILABLE UNDER THIS TARIFF (Continued)

Rate Schedule SGS-T -Small General Service Transportation Service (page 81)

Available to any commercial or industrial Customer in the Company's service territory or group of such Customers that uses less than 1,000 Mcf annually.

Rate Schedule MGS-T - Medium General Service Transportation Service (page 82)

Available to any commercial or industrial Customer in the Company's service territory with a minimum annual usage of at least 1,000 Mcf, but less than 25,000 Mcf.

Rate Schedule LGS-T - Large General Service Transportation Service (page 83)

Available to any Customer in the Company's service territory with a minimum annual usage of at least 25,000.

Rate Schedule FTS - Field Transportation Service (page 84)

Available to any Pennsylvania gas producer or Supply Aggregator in the Company's service territory which has executed a Field Transportation Service Agreement to transport at least 9,000 Mcf of gas production per month on the Company's gathering or transmission system.

Rate Schedule GS -- Gathering Service (page 84A)

(C)

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

Rate Schedule NGPV -- Natural Gas Powered Vehicles (page 85)

Available to the operator of a public fueling station for natural gas retail or transportation service.

(C) Indicates Change

ISSUED: September 28, 2018 EFFECTIVE: October 1, 2018

PEOPLES NATURAL GAS COMPANY LLC PEOPLES GAS DIVISION

SUPPLEMENT NO. 96 TO GAS—PA PUC NO. 8
SEVENTY-SIXTH REVISED PAGE NO. 12
CANCELLING SEVENTY-FIFTH REVISED PAGE NO. 12

	Rider PGC - Gas Cost Charges											CANC	ELL	ING SEVI	ENT	/-FIFTH RE	VISED	PAGE NO. 12
Quarterly 1307(f), MFC, USP		Capacity	as Cost Charge	S] D-	ase Rate	Rider	Rider	Rider	Rider	Di	der Supplier		Rider		Rider	Ωi	ill Display
Quarterly 1307(1), WIFC, USF	Capacity	E Factor	GCA	Commodity		Charges	STA	MFC	USP	GPC	KII	Choice		DSIC		TCJA		otal Rate
	(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)		(10)		(11)		(12)		SUM 1 to 12)
Residential - Sales	(1)	(2)	(3)	(4)		(3)	(0)	(7)	(0)	(3)		(10)		0.00%	6	-8.2390%	(13-3)OW 1 to 12)
Customer Charge					\$	15.7500					\$	(0.0012)	Ś	-	\$	(1.2976)	Ś	14.4512
G	-																	
Capacity	\$ 1.0221	\$ 0.0080						\$ 0.0252					\$	-	•		\$	1.0553
PTC - Commodity Charge			\$ -	\$ 2.9220				\$ 0.0715		\$ 0.0865	5		\$	-			\$	3.0800
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)														\$	(3.7904)
Delivery Charge					\$	6.7743	\$ 0.0043		\$ 0.0308				\$	-	\$	(0.5581)		6.2513
Total per MCF																	\$	6.5962
SGS - Sales																		
Customer Charge 0 to 499 MCF/Yr					\$	35.0000					\$	(0.0012)	,	_	\$	(2.8837)	٠,	32.1152
500 to 999 MCF/Yr					۶ \$	65.0000					\$	(0.0012)	_	<u> </u>	\$	(5.3554)		59.6435
300 to 999 Mc1/11					٠	03.0000					ڔ	(0.0012)	ڔ		- ر	(3.3334)	٧	39.0433
Capacity 1/	\$ 0.4468												\$	_	\$	-	\$	0.4468
Price-to-Compare Charge 1/	\$ 0.5753	\$ 0.0080	\$ -	\$ 2.9220				\$ 0.0084		\$ 0.086	5		\$	-			\$	3.6002
GCA Refund Credit Oct-Dec 2023	<u>-</u> -		\$ (3.7904)					•									\$	(3.7904)
Delivery Charge					\$	5.1008	\$ 0.0043						\$	-	\$	(0.4203)	\$	4.6848
Total per MCF																	\$	4.9414
MGS - Sales																		-
Customer Charge																		
1,000 to 2,499 MCF/Yr					\$	75.0000							\$	-	\$	(6.1793)		68.8208
2,500 to 24,999 MCF/Yr					\$	175.0000							\$		\$	(14.4183)	\$	160.5818
Capacity 1/	\$ 0.4468												\$		Ś		Ś	0.4468
Price-to-Compare Charge 1/	\$ 0.5753	\$ 0.0080	\$ - :	\$ 2.9220				\$ 0.0084		\$ 0.086	5		\$	_			\$	3.6002
GCA Refund Credit Oct-Dec 2023	ψ 0.5755	ψ 0.0000	\$ (3.7904)	<u> </u>				Ψ 0.0001		φ 0.000.			· ·				Ś	(3.7904)
Delivery Charge	-		, (,		\$	4.8604	\$ 0.0043						\$	-	\$	(0.4004)	\$	4.4643
Total per MCF															•		\$	4.7209
LGS - Sales < 100,000 Mcf/yr																		
Customer Charge																		
25,000 to 49,999 MCF/Yr						800.0000							\$			(65.9120)		734.0880
50,000 to 99,999 MCF/Yr					\$ 1 _,	,500.0000							\$	-	\$	(123.5850)	\$	1,376.4150
Capacity 1/	\$ 0.1165												\$		\$		Ś	0.1165
Price-to-Compare Charge 1/	\$ 0.9056	\$ 0.0080	\$ -	\$ 2.9220				\$ 0.0084		\$ 0.086			\$		ې	-	\$	3.9305
GCA Refund Credit Oct-Dec 2023	ϕ 0.5050	ŷ 0.0000	\$ (3.7904)	2.3220				ŷ 0.000 i		φ 0.000.	,		7				\$	(3.7904)
Delivery Charge	-		ψ (3.730.)		\$	3.7500	\$ 0.0043						\$	-	\$	(0.3090)		3.4453
Total per MCF	-																\$	3.7019
LGS - Sales > 100,000 Mcf/yr																		
Customer Charge																		
100,000 to 199,999 MCF/Yr						,000.0000							\$	-		(411.9500)		4,588.0500
Over 200,000 MCF/Yr					\$ 7,	,500.0000							\$	-	\$	(617.9250)	\$	6,882.0750
C	¢ 0.4465																	0.4465
Capacity 1/	\$ 0.1165	\$ 0.0080	ċ	\$ 2.9220				¢ 0.0004		\$ 0.086			\$		\$	-	\$	0.1165 3.9305
Price-to-Compare Charge 1/ GCA Refund Credit Oct-Dec 2023	\$ 0.9056	φ U.UU8U	\$ - :	\$ 2.9220				\$ 0.0084		φ 0.08b:)		Ş				ç	(3.7904)
Delivery Charge	-		y (3.7304)		\$	0.9988	\$ 0.0043						\$	-	\$	(0.0823)	Ś	0.9208
Total per MCF					<u> </u>	0.5550	7 0.0040						7			(0.0025)	\$	1.1774
<u>'</u>																		

^{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 Demand/Capacity charge. See the Residential - Sales section above as an example of Priority One.

ISSUED: September 29, 2023

PEOPLES NATURAL GAS COMPANY LLC PEOPLES GAS DIVISION

SUPPLEMENT NO. 96 TO GAS—PA PUC NO. 8 SIXTY-EIGHTH REVISED PAGE NO. 13 CANCELLING SIXTY-SEVENTH REVISED PAGE NO. 13

EFFECTIVE: October 1, 2023

					Rider PGC								
Quarterly 1307(f), MFC, USP	Base Rate	Rider	Rider	Rider		Capacity	Balancing	Rid	der Supplier	Rider	Rider	Bill Display	Retainage
	Charges	STA	MFC	USR	Capacity	E Factor	Charge		Choice	DSIC	TCJA	Total Rate	<u>Charge</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)	(9)	(10)	(11=SUM 1 to 10)	
Rate RS-T (Transportation Service)	_									0.00%	-8.2390%		
Customer Charge	\$ 15.7500							\$	(0.0012) \$	-	\$ (1.2976)	\$ 14.4512	
Capacity			\$ 0.0252		\$ 1.0221	\$ 0.0080						\$ 1.0553	
Delivery Charge	\$ 6.7743	\$ 0.0043		\$ 0.0308					\$	-	\$ (0.5581)	\$ 6.2513	
Total per MCF												\$ 7.3066	5.90%
Rate SGS-T (Transportation Service)													
Customer Charge	_												
0 to 499 MCF/Yr	\$ 35.0000							\$	(0.0012) \$	-	\$ (2.8837)	\$ 32.1152	
500 to 999 MCF/Yr	\$ 65.0000							\$	(0.0012) \$	-	\$ (5.3554)	\$ 59.6435	
Balancing Charge 1/							\$ 0.4468	₹				\$ 0.4468	
Delivery Charge	\$ 5.1008	\$ 0.0043					ψ 0ου		\$	_	\$ (0.4203)	7	
Total per MCF	φ 3.2000	Ψ 0.00.0							Ψ		y (0200)	\$ 5.1316	5.90%
Rate MGS-T (Transportation Service)													
Customer Charge	-												
1,000 to 2,499 MCF/Yr	\$ 75.0000								\$	-	\$ (6.1793)	\$ 68.8208	
2,500 to 24,999 MCF/Yr	\$ 175.0000								\$	-	\$ (14.4183)		
Balancing Charge 1/							\$ 0.4468	3				\$ 0.4468	
Delivery Charge	\$ 4.8604	\$ 0.0043							\$	-	\$ (0.4004)	\$ 4.4643	
Total per MCF												\$ 4.9111	5.90%
Rate LGS-T (Transportation Service)													
Customer Charge	="												
25,000 to 49,999 MCF/Yr	\$ 800.0000								\$	-	\$ (65.9120)	\$ 734.0880	
50,000 to 99,999 MCF/Yr	\$ 1,500.0000								\$	-	\$ (123.5850)	\$ 1,376.4150	
Balancing Charge 1/							\$ 0.1165	;				\$ 0.1165	
Delivery Charge	\$ 3.7500	\$ 0.0043							\$	-	\$ (0.3090)		
Total per MCF												\$ 3.5618	5.90%
Rate LGS-T (Transportation Service)	_												
Customer Charge													
100,000 to 199,999 MCF/Yr	\$ 5,000.0000								\$		\$ (411.9500)	<u> </u>	
Over 200,000 MCF/Yr	\$ 7,500.0000								\$	-	\$ (617.9250)		
Balancing Charge 1/							\$ 0.1165	5				\$ 0.1165	
Delivery Charge	\$ 0.9988	\$ 0.0043							\$	-	\$ (0.0823)		
Total per MCF												\$ 1.0373	5.90%

^{1/} The Demand/Capacity Charge applies to Priority 1 ratepayers when electing transport service. All other Ratepayers are billed the Balancing Charge.

ISSUED: September 29, 2023

APPENDIX C - Peoples Gas Tariff No. 8 - effective October 1, 2023

PEOPLES TWP LLC

SUPPLEMENT NO. 25 TO TARIFF GAS – PA PUC NO. 8 FIFTEENTH REVISED PAGE NO. 14 CANCELING FOURTEENTHL PAGE NO. 14

(C)

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(C) Indicates Change

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 15

RULES AND REGULATIONS

These Rules and Regulations of the Company, and the applicable regulations promulgated by the Commission, shall all be considered part of an incorporated into the Company's gas service contract with every Customer and each Customer agrees to be bound thereby.

1. CUSTOMER CLASS DEFINITIONS

A. Residential Customers

Residential Customers include Customers who use gas for household purposes. In this class are included single-family dwellings, boarding and rooming houses, duplex houses, private garages appurtenant to private homes or dwellings, apartments, apartment buildings, master-metered multi-family dwellings with four (4) or fewer apartments or rental units 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 primary distinguishing test of the Customer's use of gas. Each meter represents one Customer.

B. Commercial Customers

Commercial Customers include Customers who use gas in establishments of a commercial or service nature for purposes other than manufacturing and Customers who do not use gas for large-volume power or process steam generation. In this class are included, among others, hotels, restaurants, cafeterias, bars, grills, delicatessens, butchers, farming operations, grocers, beauty parlors, barber shops, wearing apparel shops, department stores, garages not appurtenant to dwelling houses, gasoline stations, tailors, dry cleaners, small laundries, small bakeries, dairies, warehouses, office buildings, clubs, fraternities, sororities, lodges, associations, theaters, auditoriums, professional offices, printing shops, private garages that are not appurtenant to private homes or dwellings and are separately metered, mercantile establishments, schools, colleges, churches, charitable institutions, libraries, hospitals, public buildings, governmental entities, and master-metered multi-family dwellings with five (5) or more apartments or rental units. In the case of master-metered family dwellings, the owner of the property must be the Customer. If the Customer's predominant usage is for natural gas-powered vehicle service, then the Customer will be classified as a commercial Customer. Each meter represents one Customer.

C. Industrial Customers

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

D. Changes in Customer Classification

Any Customer who believes that as a result of a change in the use of premises served its Rate Schedule 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. The Company also reserves the right to make changes in classification on its own initiative. The decision of the Company as to classification shall be final.

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 16

RULES AND REGULATIONS (Continued)

2. APPLICATION FOR SERVICE

- A. All Customer/Applicants desiring service under this Tariff shall contact the Company and specifically request the type and nature of service. Upon request, the Company will inform the Applicant about gas supply services offered in its service territory by either providing a list of licensed NGS or referring the Applicant to the Commission for further information. In any circumstance where an application for service under this Tariff involves or is related to an NGS, such application will not be processed by the Company unless the Applicant and/or the Applicant's NGS provides the necessary information relating to service.
- B. A non-residential Applicant for any service under this Tariff will be required to sign an application/agreement 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 that positive identification or other documentation is necessary. The application information required from a residential Applicant shall include but not be limited to complete name and contact information, including all adults and children living at the service address, employment information and landlord contact information, if Applicant is renting the service address. The Company may request verification of the identity of Applicant and other adult occupants of service address in the form of government issued photo ID (i.e., driver's license) or two alternative forms of identification, one of which must be a photo ID.
- C. Acceptance of service by a Customer shall constitute an agreement to accept service under the Rules and Regulations of this Tariff, as amended from time to time, the orders and regulations of the Commission and the applicable laws of the Commonwealth of Pennsylvania.
- D. The Company may, as a condition of furnishing residential 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 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 scratch pad 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, mortgage, deed or lease information, commercially available consumer credit reporting services and other methods which are or have been approved as valid by the Commission.
- E. The Company may decline or refuse to serve an Applicant for any of the following reasons: (i) the Applicant has failed to comply with state and municipal regulations governing gas service, including the Commission's regulations, and the approved Rules and Regulations of the Company contained in this Tariff and any supplement thereto; (ii) the Company does not have adequate facilities in place to render the service desired or if rendering such service would adversely affect service to the Company's existing Customers; (iii) the Applicant's installation of piping or gas equipment is, in the Company's judgment, hazardous, not installed by qualified personnel or of such character that safe and adequate service cannot be delivered; (iv) an extension of Company facilities is required and the Applicant refuses to pay the required contribution in-aid-of-contribution, as calculated in accordance with Rule No. 3 of these Rules and Regulations; (v) amounts due for service to Applicant at a previous location have not been paid or covered by a payment agreement (unless the amount owed has been outstanding and unpaid for more than four (4) years after the date of the applicable final bill, in which case service cannot be refused); (vi) where the requested service would have to be delivered from gathering pipeline facility; or (vii) the Applicant has another source of gas supply separately delivered or available to the structure(s) or building(s) where the Company's gas service is desired, such that the gas supplied by the Company would be commingled with the separately delivered gas supply, contrary to Company policy against commingled gas.

SUPPLEMENT NO. 22 TO TARIFF GAS – PA PUC NO. 8 SECOND REVISED PAGE NO. 17 CANCELING ORIGINAL AND FIRST REVISED PAGE NO. 17

RULES AND REGULATIONS (Continued)

3. EXTENSION OF FACILITIES

- A. Subject to the provisions of Rule No. 2 hereof, 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 by the Commission.
- B. 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 (3) years after the date of completion of the facilities extension, and the applicant is not utilizing the option under Rider SET to pay for the CIAC, 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.
- C. Any CIAC, Customer advance, or other like amounts received from the Customer which shall constitute taxable income as defined by the Internal Revenue Service will have the federal income taxes segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a CIAC or Customer advance will not be charged to the specific contributor of the capital.

ISSUED: April 23, 2015 EFFECTIVE: April 24, 2015

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 18

RULES AND REGULATIONS (Continued)

4. RULES FOR SECURITY DEPOSITS: RESIDENTIAL CUSTOMERS

- A. A deposit from a Customer shall conform to the requirements of all applicable Commission regulations and statutory requirements. Deposits required by the Company for services under this Tariff shall not be based on unpaid charges for gas supply services provided by an NGS.
- B. The Company may also require a security deposit from an Applicant if any of the following conditions exist:
 - The Applicant was a residential distribution service Customer of the Company 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 utility 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 utility service.
 - g. Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment.
 - Violating Tariff provisions which endanger the safety of a person or the integrity of the Company's gas delivery system.
 - 2) The Applicant is unable to establish creditworthiness to the satisfaction of the Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that fall within the range of general industry practice.
 - 3) The Applicant has failed to comply with any material term or condition of a settlement or payment agreement.
- C. If an Applicant is required to post a security deposit, the Applicant may, in the alternative:
 - 1) Furnish a written guaranty from a third party, which can, to the Company's satisfaction, establish credit in Applicant's favor sufficient to assure payment to the Company upon demand of an amount equal to that which would otherwise be required in a security deposit.

A written guaranty in a form acceptable to the Company must be received by the Company prior to commencement of utility service to any Applicant who elects the foregoing alternative to the posting of a security deposit.

- D. The Company may require an existing or terminated Customer to post a security deposit in order to re-establish credit under any of the following circumstances, after giving the Customer due notice of its intention to require a security deposit in accordance with prevailing Commission regulations:
 - 1) The existing Customer has been delinquent on any two (2) consecutive bills or three (3) or more bills within the preceding twelve (12) month period.
 - 2) The existing Customer has failed to comply with a material term or condition of a settlement or payment agreement, as defined in applicable Commission regulations.
 - 3) The Customer's utility service has been terminated and the Customer desires reconnection.

SUPPLEMENT NO. 19 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 19 CANCELING ORIGINAL PAGE NO. 19

(C)

RULES AND REGULATIONS (Continued)

- E. When the Company requires a security deposit from an Applicant or Customer, the due date for the payment of such security deposit will be in accordance with the applicable Commission regulations.
- F. A security deposit may be required in an amount equal to twice the average estimated monthly bill of the Applicant. This estimate shall be based upon prior consumption for like service at the subject premises, wherever available. Should the character or degree of the Customer's usage materially change, or if it is established clearly that either will materially change in the immediate future, the amount of the deposit may be adjusted at the request of either the Company or the Customer.
- G. 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. Such interest will be credited to the Customer's account at the end of each year after the date of the deposit and either applied against the oldest unpaid bill or paid to the Customer, at the Customer's option.
- H. The Company shall refund or apply to a Customer's outstanding balance any security deposit held, plus accrued interest, under the following conditions:
 - 1) Upon discontinuance or termination of service.
 - 2) After a Customer has paid bills for utility service in full and on time for twelve (12) consecutive months.
 - 3) At the option of the Company, a security deposit including accrued interest may be refunded in whole or in part at any time earlier than the time stated in this Rule.
 - 4) After the Company has held the Customer deposit for a maximum of 24 months, if none of the above conditions are met.
- When a security deposit is refunded or applied against an existing account balance, the Company will provide the Customer with a written statement showing the amount of the deposit, the accrued interest thereon, the application of the deposit to any prior or current utility service account balance(s) and the remaining balance(s). Any refunded deposit, together with accrued interest, shall be paid to the Customer or to any person or persons whom the Customer directs.

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

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 20

RULES AND REGULATIONS (Continued)

5. RULES FOR SECURITY DEPOSIT: NON-RESIDENTIAL CUSTOMERS

- A. The Company reserves the right to require a security deposit for all services to be supplied, or to require an increase in an existing deposit if there is an increase in the monthly bill for services rendered. The Company further reserves the right to apply such deposit to bills previously incurred by the Customer under the existing or any previous utility service contract with the Company.
- B. A deposit may be required from a Customer in an estimated amount equal to twice the average of the three (3) highest monthly bills anticipated during the succeeding twelve (12) month period. Such estimate shall be made from the record of service rendered to the same premises during the last twelve (12) months of use, whether by Customer or by a prior occupant of the premises, adjusted to recognize the extent of the proposed use as compared with the past use thereof. If there is no prior record of service rendered to the premises, an estimated deposit shall be calculated by the Company based upon the Customer's proposed use of utility service to be provided.
- C. All non-residential Customer security deposits shall bear interest at the rate of six percent (6%) per annum, without deduction for any taxes thereon. Interest will be credited at the end of each year after the date of the deposit to the Customer's account and applied against the oldest unpaid bill. Upon final discontinuance or termination of utility service, any security deposit and accrued interest remaining with respect to said discontinued or terminated account will be first applied against the unpaid account balance, if any, with the remainder to be refunded to the Customer or to any person or persons whom the Customer directs.
 - 1) If a Customer does not choose to restrict the release to one of the two (2) restriction options listed below by responding to the Company's letter notification, then all of the Customer's private information may be released to a third party, except for the Customer's telephone number. If the Customer chooses to restrict the release of private Customer information, the Customer may restrict information released according to one of the following two (2) restriction options:
 - a. Private Customer information may be released except for the Customer's historical billing data in the Company's standard pricing unit (Mcf); or
 - b. All private Customer information shall be restricted and not released, including name, billing address, service address, rate class, rate sub-class, account number and historical billing data (by Mcf).
 - 2) Customers may restrict the release of their private information at any time by giving written notice to the Company. If a Customer's private information has already been released by operation of subparagraphs 2.a. and b. above, and a Customer thereafter instructs the Company to restrict the release of private information, then all subsequent releases of such information by the Company shall be restricted in accordance with the Customer's direction.

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RULES AND REGULATIONS (Continued)

6. CUSTOMER EDUCATION/INFORMATION DISCLOSURE FOR RESIDENTIAL AND SMALL BUSINESS CUSTOMERS

The following requirements are applicable only for Residential and Small Business(annual usage less than 300 Mcf per year) Customers:

- A. The Company's Customer Choice Education Program will comply with all applicable Commission orders and regulations and will make use of community-based organizations, where appropriate, to help educate hard-to-reach groups.
- B. In addition to materials provided in the Company's Customer Choice Education Program, Customers should also refer to all applicable Commission regulations and guidance on information and resources available to them on the subject of Customer Choice.
- C. Privacy of Customer Information
 - Neither the Company nor any NGS may release private Customer information to a third party unless the Customer has been notified of such intent and has been given an opportunity to restrict the release by responding orally, electronically or by signed response to a letter notification sent to every Customer by the Company. Customers shall have fifteen (15) days to respond to the Company's notice and if they choose to respond in writing, the response form must be deposited in the mail within fifteen (15) days after the date of such notice.
 - Under no circumstances will the Company release a Customer's telephone number except in compliance with a court process or as otherwise required by law.
 - 3) The Company shall provide to all NGS authorized to serve Customers on the Company's system a complete list of Residential and Small Business Customers who, as of that date, have not restricted the Company to release some or all of their private Customer information, together with that information which the Customer has authorized the release of.
- D. The Company will maintain a current list of the NGS who have also satisfied the Company's financial fitness and creditworthiness requirements. That list will be made available to Customers upon request.
- E. The Company will inform Customers of their ability to select an NGS through its Customer Choice Education Program, as approved by the Commission. Once a year, by bill insert or separate mailing for the life of the Customer Choice Education Program, the Company will distribute the Commission's authorized 'Common Natural Gas Competition Terms' (the "Competition Terms"), as required by applicable Commission regulations. The Competition Terms, as approved by the Commission, are incorporated into this Tariff by reference thereto.

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RULES AND REGULATIONS (Continued)

- F. The Company's consumer education materials shall include a portion which describes the rights of consumers with respect to NGS disclosures of terms of service, marketing/sales activities, the right of rescission and privacy of Customer information.
- G. The Company will respond to reasonable requests for efficiency information by providing materials or directing inquiries to the Commission. Customers participating in the Company's Customer Choice Program shall, upon request to the Company, be entitled to receive free of charge once a year their historic billing data for the previous twelve (12) months, provided that such information is readily available in the Company's billing system.
- H. Inquiries and complaints from any Customer will be received and processed in a timely manner. Customer inquiries and complaints will be handled in accordance with applicable Commission regulations. 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 which directly involve both the Company and the Customer's NGS, the Company will maintain a system of tracking and coordinating the responses for both the Company and the NGS. 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 at the Commission and provide the Customer with the toll-free telephone number and mailing address of the Commission.
 - I Customers enrolled in the Customer Choice Program shall contact the party (NGS or the Company) responsible for the service in question as an initial step in the resolution of any service problem or complaint. If the Customer contacts the wrong party, the Customer shall be promptly referred to the proper contact. In the event of an unexpected loss of firm gas service, the Customer shall be directed to the Company.

SUPPLEMENT NO 32 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO 23 CANCELING ORIGINAL PAGE NO. 23

RULES AND REGULATIONS (Continued)

7. CUSTOMER BILLING INFORMATION DISCLOSURE FOR NON-PRIORITY CUSTOMERS

The Company shall not release to an NGS Customer billing information concerning a Non-Priority Customer without the prior written approval of the affected Non-Priority Customer except in accordance with Rule 6 of this tariff as it pertains to small business customers compliance with court process or as otherwise required by law.

(C)

(C)

8. DISCONTINUANCE AND TERMINATION OF SERVICE

- A. The authorized employees/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 or otherwise terminate utility service and remove the Company's equipment from the premises for any of the following reasons: (i) repairs, (ii) nonpayment of any bills due under the existing or any previous contract, (iii) tampering with the meter or meter connections, (iv) fraudulent representation in relation to the consumption of gas, (v) removal of Customer from the premises, (vi) theft of service, (vii) selling or delivery of gas to other occupants of the premises without application to the Company, (viii) failure to pay or increase any security deposit required by the Company, (ix) want of supply, (x) waste of gas from Customer's lines or appliances, (xi) discovery of a separately delivered or commingled gas supply to a building served by the Company, or (xii) failure to or refusal to comply with any of these Rules and Regulations. Utility service may not be discontinued or terminated under any circumstances, however, except in accordance with Commission Regulations in effect and applicable at the time of such contemplated discontinuance or termination.
- B. A Customer who desires to have utility service turned off shall give the Company at least seven (7) days' prior notice to do so. In the absence of such notice, the Customer shall be responsible for all service rendered until proper notice is given and utility service is terminated. If service is terminated or discontinued at the request of the Customer, or for any of the foregoing reasons, excepting repairs, want of supply and any leak of gas from Customer or Company lines, the same Customer, whether an Applicant or a Customer, shall pay the applicable turn-on fee if the resumption of service occurs at the same address within twelve (12) months after such service discontinuance or termination. The turn-on fee for residential Customers shall be \$50 plus the accumulated monthly Customer charges for each month of the intervening period of discontinued service. The turn-on fee for non-residential Customers shall be an amount equal to \$100 plus the accumulated monthly Customer charges for each month of the intervening period of discontinued service.
 - A transportation service Customer of the Company wishing to terminate utility service need not contact his/her NGS, as notice of the Customer's intent to terminate utility service shall be conveyed to the NGS by the Company upon receipt of the Customer's notice of termination. A transportation Customer who desires to change his/her NGS should refer to the procedures set forth in Rule No. 18.U.
- C. The Company may terminate service for nonpayment of a bill or bills for service, and such termination of service shall be accomplished in accordance with any applicable regulations of the Commission and in accordance with the Public Utility Code. The Company may terminate service for the reasons and on such notice as may be specified by the applicable regulations of the Commission, or for any violation of these Rules and Regulations. The Company may refuse to serve any Applicant, or terminate service to any existing Customer who fails to pay a security deposit as required by these Rules and Regulations.
- D. In the event that a judgment is executed against a Customer, or if the premises described or referred to in the service contract as the service address or the personal property at said service address 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 Customer, the service contract, at the option of the Company, shall cease and terminate, all utility service shall be terminated and all claims for retail or transportation service previously provided shall become forthwith due and payable without notice from said Company to the extent permissible under applicable bankruptcy laws and Commission regulations.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

SUPPLEMENT NO. 38 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 24 CANCELLING ORIGINAL PAGE NO. 24

RULES AND REGULATIONS (Continued)

9. OWNERSHIP AND MAINTENANCE OF FACILITIES

- A. The Company shall own and be responsible for maintaining the saddle or tap on its pipeline facilities, the connection between the tap and the curb or Customer's property line, the stop cock and service box (if these are necessary), the regulators and any excess-pressure protective devices and the meter. The Customer shall own and be responsible for maintaining all other facilities and equipment required for his/her gas service, including but not limited to, the gas line between the service box and the meter, any special housing required for the regulator and a stop cock at the inlet of the meter. The Customer shall provide, at his/her sole expense, the space required for the Company to maintain its meter(s), regulator(s) and any other equipment which the Company determines will be necessary for the rendering of safe and adequate gas service. The Company reserves the right to establish standards as to the location, size, fire-proofing, ventilating, etc., of such space in accordance with pressure conditions, gas volumes used by the Customer and other pertinent operational factors. The Customer shall install, at his/her sole expense, the service line to the point of connection designated by the Company. The service line is to be installed by the Customer in compliance with all Company service line and related requirements. All material used in and the construction of a Customer's service line must be of a quality acceptable to the Company. All interior and exterior service lines to the Customer's side of the street connection stop cock at the curb or lot line shall be kept and maintained in good condition by the Customer or the owner of such facilities. When leaks or hazardous conditions of such interior and exterior service lines are found, repairs shall be made promptly by the Customer or the owner of such facilities. The Customer shall not tamper or interfere, in any way, with the meter, regulator or any other Company facilities or equipment used to provide utility service. Neither shall the Customer attempt to increase or decrease the pressure of gas service being delivered to his/her service address, but shall submit any such request to the Company. The Customer shall never secure a separately delivered supply of gas which is commingled with the gas service provided by the Company.
- B. 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.

10. LEAKS AND WASTE

It shall be 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. The Customer's failure to give such immediate notice, should loss or injury follow, shall be conclusive evidence of his/her contributory or comparative negligence. Should any leak or defect be discovered in the distribution facilities or service connections or in the Customer's service line, piping or appliances, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made.

11. LIMITATION OF LIABILITY

The Company does not guarantee uninterrupted gas service and shall not be liable for damages due to variations or interruptions of service. Neither shall the Company be liable for failure to furnish a sufficient supply of gas or for failure to transport the Customer's gas to the Customer arising from any cause whatsoever. The Company shall not be liable for any injury to person or property arising from the use of gas by or the supply of gas to the Customer which is not the result of negligence solely on the part of the Company. THE COMPANY MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. In no event shall the Company be liable for incidental, indirect, special or consequential damages, including loss of use or profit. These limitations shall apply whether the claim is pleaded in contract or in tort, including negligence and strict liability in tort. For the purposes of this Rule, all pipe, fittings and appliances on the Customer's side of the curb cock or shutoff valve of the service pipe which connects with the Company's pipeline facility 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.

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

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RULES AND REGULATIONS (Continued)

12. MEASUREMENT OF GAS

All gas delivered by the Company 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. A cubic foot of gas shall be defined as follows:

A. Low Pressure Deliveries

For sales at low pressure (i.e., .5 PSI or less), a cubic foot of gas shall be the amount of gas that occupies a volume of one cubic foot at the time metered and under the conditions existing at the Customer's meter.

B. All Other Deliveries

For sales at higher (i.e., more than .5 PSI) pressures, a cubic foot of gas shall be the amount of gas that occupies a volume of one cubic foot at an absolute pressure of 14.73 pounds per square inch and a temperature of 60 degrees (60°) Fahrenheit.

All meters shall be owned by the Company. All such meters and any regulators installed in connection therewith shall be open to inspection at reasonable times by both the Company and the Customer for the purpose of seeing that they are in good condition. If, at any time after installation of any meter or regulator, conditions change so that its location becomes unsuitable, the Company shall have the right to move the meter or regulator to a suitable place at the expense of the Customer or property owner.

The measurement of gas by meter shall be conclusive on the Customer and the Company, except from the time a meter is found to be defective or ceases to register until the meter is repaired. In such cases, the amount of gas delivered shall be estimated by the amount measured by meter during a previous corresponding period under similar conditions. If a Customer requests a test of the accuracy of the meter through which his/her gas service is supplied, the Company will, upon written application accompanied by the fee specified by the rules of the Commission, have the meter removed, sealed and tested and a certificate of test given the Customer. If the meter so tested shall be found to be inaccurate, as determined by the rules of the Commission (i.e., in excess of the 2% tolerance), the Company shall refund any applicable fee charged for such test.

13. TAMPERING/UNAUTHORIZED USE

Theft of service or service obtained from the Company without authority may be terminated by the Company at any time without notice. Any use of utility service without notifying the Company and enabling it to read its meter, will render the user liable for any amount due for service supplied to the premises from the time of the last reading of the meter immediately preceding the unauthorized user's occupancy, as shown by the records of the Company.

Where evidence is found that any Company facilities or equipment on a Customer's premises have been tampered with, the Customer shall be required to bear all costs incurred by the Company for investigations and inspections and for whatever protective equipment may be necessary, in the judgment of the Company, to guard against further tampering. 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 volumes as the Company may estimate from available information to have been used by the Customer, but not measured by the Company's meter(s). Such payment shall include interest at the late-payment charge rate.

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RULES AND REGULATIONS (Continued)

14. BILLING AND PAYMENT TERMS

A. Residential and General Service Customers

- Meter Readings Bills will be rendered and payable once each month. A billing period shall be the period between meter reading dates, including estimated meter readings. The Company may read any meters once each month, but ordinarily it will read meters of residential and general service Customers once every two (2) months. During the summer months (April through September), the Company reserves the right to estimate meter readings for as many as five (5) consecutive months. Any estimated meter readings shall be determined on the basis of the Customer's previous actual gas usage adjusted for weather conditions. Every bill will be the result of applying the volumes consumed and delivered or estimated to the applicable rates, charges and penalties (if any) set forth in this Tariff. The Customer's service is subject to discontinuance if, because of the Customer's failure to provide the Company with reasonable access to the meter, more than three (3) consecutive bills must be based on estimated rather than their actual meter readings by Company personnel.
- 2) <u>Customer Meter Reading Cards</u> Upon request, the Company will supply any Customer with a card upon which the Customer may record his/her actual meter reading at the end of any month during which the reading would otherwise be estimated. If such card is received by the Company, or if the Customer's meter reading is reported by telephone to the Company's Customer Service Department or via the Company's website within two (2) days after the close of the billing month, the bill for service rendered during such month will be computed from the actual meter reading shown on the card or so reported to the Company, rather than by estimate. The Company reserves the right to adjust its bill estimates for changes in conditions of which it has been notified in advance by a Customer.
- 3) Customer Bills A bill will be rendered to each residential and general service 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. A bill shall be deemed delinquent if it is not paid by the due date; provided, however, that a residential Customer bill paid by mail shall not be deemed delinquent unless payment is not received within five (5) days after the due date. The due date for residential Customers shall be twenty (20) days after the date of mailing the bill. Delinquent residential accounts shall be subject to a late payment charge of 1.25 percent per month. The due date for general service Customers shall be fifteen (15) days after the date of mailing the bill. Delinquent general service accounts shall be subject to a late payment charge of 1.5 percent per month. 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 remainder of the payment be applied to the current bill. Payment of bills may be made at payment locations authorized by the Company during their regular business hours. Payment shall be deemed to have been made on the date that payment is actually received by the Company's lockbox service or at the authorized payment locations, provided, however, that the date such payment is received by an authorized payment center shall be considered the payment date with respect to residential Customers who mail their payments.
- 4) <u>Electronic Payment Option</u> Customers can elect to pay their monthly gas bills electronically by means of the Company's 'GasCheck', automated telephone payment or on-line bill payment options. More information about the Company's electronic bill payment options are available at the Company's web-site.

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RULES AND REGULATIONS (Continued)

- 5) Credit Card Payment Options The Company will endeavor to make available to Priority Customers a third-party payment processor, which will accept credit card payments directly from Customers for gas service. All fees charged by the third-party payment processor will only be charged to Customers electing the convenience of paying their bill by credit card. The third-party payment processor will remit to the Company only the amount of the Customers' credit card payments attributable to the Company's gas service. The Customers will be solely responsible for any fees charged by the third-party payment processor.
- 6) <u>Dishonored Checks</u> If the Company receives a check or other negotiable instrument in payment of any bill, charge, or deposit, and if such instrument is subsequently dishonored or is unable to be collected for any reason, the Company may charge the subject Customer or Applicant a service charge in the amount of \$35. The service charge may be billed separately by the Company.
- 7) On-Site Service Charges The Company shall have the right to bill Customers for certain services requiring an on-site visit by Company personnel. Customers requesting a service line inspection may be billed a service charge of \$100 for each subsequent service line inspection following the failure of the initial service line inspection test. A \$25 charge will apply to Customers requesting an extra meter read, provided, however, no charge will apply if the extra read detects a meter read error. If the Customer requests that the meter be tested, an additional charge of \$75 will apply provided; however, no service charge will be assessed if the investigation detects an inaccurate meter exceeding the Commission's two percent (2%) tolerance limit. A \$200 service charge may be assessed for a temporary service line. Moreover, the period of time during which the line can be used to provide service to the Customer will be at the sole discretion of the Company. There will be no service charges for the relighting of appliances, if gas service to the Customer has been interrupted as a result of action taken by the Company, such as a meter change or a gas pipeline repair or replacement. In addition, No service charge shall apply to on-site visits made in response to reasonably suspected hazardous situations, including but not limited to those involving an unexplained odor of gas.
- 8) Final Bill Except as otherwise provided in this Rule, final bills for Customers receiving service under this Tariff may be based on estimated consumption without an actual meter reading. When a final bill is estimated, the 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. Final bills will not be estimated when usage factors cannot be calculated, when a Customer specifically requests that the meter be read, or when a Customer provides a meter reading, which is subject to the Company's review. The Company reserves the right to estimate any Customer's final meter reading, where access to the meter has been requested and is not provided within a reasonable time.

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RULES AND REGULATIONS (Continued)

B. <u>Customers Other than Residential or General Service Customers</u>

With respect to Customers other than Residential and General Service Customers, bills will be rendered monthly on or about the same day of each month and shall be payable once each month upon presentation. A bill for any Customer covered by this paragraph shall be deemed delinquent when it remains unpaid after the due date specified on the bill. The Company may impose a service charge of \$75 for each check received in payment of a bill which is not honored, but returned by the bank on which the check is drawn. A payment received from a Customer owing a previous balance be applied first to the previous balance and only after such previous balance has been fully paid shall any remainder of the payment be applied to the current bill. Payment of bills by Customers covered by this paragraph shall not be deemed to have been made until received by the Company's lockbox service or at an authorized payment location during regular business hours. Customer accounts covered by this paragraph shall be subject to a late payment charge of 1.5 percent per month if the bill is not paid in its entirety on or before the due date specified on the bill, which shall be fifteen (15) days after the date of mailing the bill.

Notwithstanding anything contained herein to the contrary, if the Company determines that the creditworthiness of any Customer covered by this paragraph is uncertain to the point of causing concern as to such Customer's continued ability to pay the Company's bills for utility service when they are due, the Company shall have the right to impose weekly or biweekly billing with payment due and payable within five (5) days thereafter and/or require security for payment in the form of a cash deposit, letter of credit or surety bond, but not to exceed twice the amount of the average of the Customer's three highest bills during the previous twelve months.

In evaluating a Customer's creditworthiness, the Company will take into account certain factors, including but not limited to the following: (i) average monthly consumption, (ii) average monthly bill, (iii) Customer's general credit standing as evaluated by any credit rating index or rating service acceptable to the Company, and (iv) Customer's payment history and credit standing with other lenders or other providers of utility and other services.

C. Application of a Rate Schedule

The Company will compute bills under the rate schedule applicable to the Customer's usage based on information obtained by the Company or furnished by the Customer. If, through any cause, a Customer is billed on a Rate Schedule that is not appropriate to the Customer's usage, the Company shall transfer the Customer to the proper Rate Schedule. The Company will notify the Customer of the change and render corrected billings, if necessary.

D. <u>Discontinuance of Service to Customers</u>

Customers discontinuing use before the expiration of the contract period shall pay for the service rendered, in accordance with the applicable rate schedule. In addition, the Customer shall be obligated to pay the minimum charges for the unexpired portion of the contract, or until the service is transferred to another Customer.

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RULES AND REGULATIONS (Continued)

15. EMERGENCY PLAN - PRIORITY OF SERVICE AND CURTAILMENT FOR RETAIL CUSTOMERS

The following Natural Gas Emergency Plan (the "Plan") has been prepared in accordance with regulations at Title 52 of the Pennsylvania Code, Chapter 59, Gas Service, Sections 59.71 through 59.75.

This Plan was implemented pursuant to applicable Commission orders and regulations. The Plan provides rules and regulations for Customers and Natural Gas Suppliers ("NGS") licensed to provide commodity service to Customers on the Company's pipeline system so that Customers can have responsive action plans in place to protect themselves and their property in the event of a crisis.

As part of the emergency planning process, the Company shall attempt to make every responsible effort to make contractual or informal arrangements with their sales Customers, transportation Customers, and others to obtain supplies or, as an alternative, to implement voluntary and/or mandatory usage reductions so that resorting to firm service reductions or curtailments under applicable Commission regulations can be avoided, and severe supply or capacity disruptions can be mitigated. The Plan is designed to minimize the potential for supply shortfalls that threaten public health and safety, not to make up for inadequate performance by individual parties.

A. Definitions

The following words and terms, applicable only in the context of this Rule, have the following meanings unless the text clearly indicates otherwise;

- 1) Alternate fuel any fuel other than natural gas
- 2) <u>Alternate fuel capability</u> the installed and operable ability to use any fuel other than natural gas on a time sensitive basis
- 3) Commercial use gas usage by Customers engaged primarily in the sale of goods and services, including gas usage for office buildings, institutions, and government agencies
- 4) <u>Essential human needs use</u> gas usage in any building where persons normally dwell, including residences, apartment houses, dormitories, hotels, hospitals, and nursing homes
- 5) Firm service natural gas service offered to consumers under tariffs or contracts that anticipate no interruption
- 6) <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
- 7) <u>Interruptible service</u> natural gas services that can be temporarily discontinued under terms and conditions specified by tariff or contract
- 8) NGS natural gas supplier

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RULES AND REGULATIONS (Continued)

- 9) Plant protection use 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 the protection cannot be afforded through the use of an alternate fuel. Plant protection use includes gas necessary for the protection of material in process that would otherwise be damaged or destroyed, but does not include gas needed to maintain production.
- 10) Residential use gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating, or other domestic purpose
- 11) <u>Small General Service ("SGS")</u> <u>Customers</u> commercial and industrial Customers using less than 1,000 Mcf annually
- 12) Medium and Large General Service ("MGS" and "LGS") Customers commercial and industrial MGS Customers using more than 1,000 Mcf but less than 25,000 Mcf annually and LGS Customers using more than 25,000 but less than 100,000 Mcf annually
- 13) <u>Large Volume Service ("LVS") Customers</u> commercial, industrial, or any other customer using 100,000 Mcf or more annually

B. Priority of Services

The gas supplies available to the Company shall be allocated among its Customers in accordance with the priorities of use listed below. Customers in higher priority categories will not be curtailed until all Customers falling into the lower priority categories have been completely curtailed, unless operational circumstances or physical limitations warrant a different result. Where only partial curtailment of any one priority category is required, the implementation of gas service curtailment shall be prorated or weighted in accordance with the base allotments of all Customers within that category. The following paragraphs identify priority categories listed in descending order of priority:

- 1) Priority 1 residential and firm critical SGS Customer requirements serving essential human needs
- 2) Priority 2 firm SGS Customer requirements, excluding the critical essential human needs requirements covered in Priority 1, and firm MGS, LGS and LVS Customer requirements for plant protection
- 3) Priority 3 firm MGS and LGS Customer requirements, excluding firm MGS and LGS Customer requirements for plant protection covered in Priority 2
- 4) <u>Priority 4</u> firm LVS Customer requirements, excluding firm LVS Customer requirements for plant protection covered in Priority 2
- 5) Priority 5 Contractually interruptible use

C. Minimum Gas Requirements

In order to provide for the equitable allocation of gas available for sale and transportation to LVS Customers pursuant to the foregoing priority of service, a base annual volume of gas shall be established for each LVS Customer, as set forth below, subject to the adjustments hereafter noted:

- The LVS Customers' base annual volume of gas shall be the highest consumption during twelve (12) consecutive billing months in the twenty-four (24) months ended as of the most recent calendar year-end.
- 2) The base annual volumes as so developed shall be broken down by the Company into base volumes for each priority of use, and these in turn shall be further broken down into base monthly volumes for each priority of use. For the purpose of developing breakdowns of base annual volumes of gas consistent with the Customer's normal historic consumption pattern, each Customer shall furnish such data with respect to its gas utilization and equipment as the Company may require. Base annual volumes shall be adjusted to recognize abnormalities in plant operations during the base period and deletions or approved installations of equipment during or subsequent to the base period.
- Each LVS Customer shall complete a Schedule A, Annual Consumption for Curtailment Purposes, which shall include a schedule of consumption upon which the Customer's base annual volume will be divided into base monthly volumes according to priorities of use, their alternate fuel capability, and their minimum daily gas requirement for plant protection use. The Company will review and must approve each Schedule A.

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RULES AND REGULATIONS (Continued)

D. Priority-Based Curtailments

When, in the Company's sole judgment, its supply of gas is insufficient to meet the full requirements of all Company Customers on a continuing basis or upon issuance of an Order by the Commission mandating the initiation of priority-based curtailments, the Company may require each Customer to restrict their monthly consumption to a volume authorized by the Company.

Base period volumes shall be used as a basis for determining each Customer's authorized entitlement in the event of curtailment. Authorized entitlements shall be determined by multiplying the Customer's base period volume assigned to the priority category 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.

A gas shortage curtailment or change in curtailment level shall be imposed only after the Company has given reasonable notice to the affected Customer(s) pursuant to Section H of this Rule. Any such curtailment notice shall specify the authorized monthly consumption to which the curtailment applies. If a Customer exceeds its authorized consumption during a period of gas shortage curtailment, then the Customer shall be subject to the applicable penalties set forth in Section J of this Rule.

E. Emergency

An emergency exists whenever the aggregate demand of firm service Customers on the Company's system or a 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 demand creates an immediate threat to the Company's system operating integrity with respect to Priority 1 Customers. The Company will be the sole judge in determining if an emergency exists on its system.

If an emergency exists in a confined segment of the Company's system, then only those Customers located within that confined segment will be affected by the emergency curtailment.

F. Voluntary Usage Reductions

The Company will use reasonable business and operational efforts to interrupt all interruptible services, issue operational flow orders, and/or call for voluntary usage reductions by all Customers before initiating mandatory usage reductions or curtailments. The Company shall take these actions sequentially to the extent feasible and only if, in the Company's sole judgment, there is sufficient time to implement such actions and avoid mandatory usage reductions or curtailments.

Voluntary usage reductions may include requesting Customers to reduce space or water heating temperatures to levels specified by the Company.

G. Mandatory Usage Reductions

In the event of an emergency, the Company may require each Customer that is not a Priority 1 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.
- 2) The minimum authorized usage may not be lower than the minimum usage of firm service necessary for plant protection use.
- 3) When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company will exercise its judgment as to any further curtailment that may be necessary and will utilize measures designed to minimize harm to Customers if curtailments to plant protection use are found to be necessary.

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RULES AND REGULATIONS (Continued)

- 4) Consistent with its responsibility to maintain system integrity at all times, the Company shall restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.
- 5) Mandatory reductions shall be for a period specified by the Company until further notice. The Company may change a Customer's authorized usage, upon notice, at any time during an emergency.
- 6) Mandatory reductions shall be for a maximum duration of five (5) business days unless extended by Commission order. As an alternative to extending mandatory reductions, the Commission may order the Company to initiate priority-based curtailments.

H. Notifications

The Company has a communications list of media contacts, telephone and facsimile numbers, and e-mail addresses. During a natural gas emergency, information will be developed and disseminated by the Company through the use of that communications list and in accordance with applicable Commission regulations, policy statements and guidelines. The Company will use whatever means of communications is available to it at the time of a gas shortage curtailment or an emergency curtailment, including but not limited to telephone, facsimile, e-mail, mail, and/or the media including newspapers, public radio, and television. The Company will notify all affected Customers, NGS, other natural gas distribution companies, and the Commission of any curtailments of service. The Company will coordinate with public officials, regulatory agencies, media, and civil defense in keeping the public advised of the status and duration of the service interruption.

If the emergency curtailment extends beyond the curtailment period contained in the emergency notice or 48 hours, whichever is less, the Company will provide periodic updates to the curtailed Customers and NGS via telephone, facsimile, email, and/or newspapers, public radio, and television.

If a curtailed Customer of the Company is an electric power generator, the Company will establish communications with the electric system control area operators to provide notice and updates of the emergency curtailment if the Customer has not already done so.

I. Utility Liability

The Company may restrict or discontinue service in accordance with 52 PA Code, Sections 59.72 through 59.75 of the Emergency Plan Regulations without thereby incurring any penalty or liability for any loss, injury or expense that may be sustained by the Customer, except when the restriction or discontinuation of service is as a result of the Company's willful or wanton misconduct.

The Company's liability for actions taken under 52 PA Code, Section 59.73, or pursuant to any other regulation, policy statement, directive or Order issued by the Commission, or an emergency order issued by the Governor, shall be governed by the following principles:

- 1) If the Company appropriates natural gas during an emergency action, the Company will compensate the applicable entity, whether the Customer or the Customer's NGS, for the cost of lost, firm gas service. The compensation, in the aggregate, shall equal but not exceed the greater of the city gate cost of the appropriated natural gas, including transportation charges up to the Company's city gate, or the reasonable cost actually paid by the Customer for delivered substitute energy, as documented to the Company. The Company may provide compensation in kind only at the discretion of the affected Customer or NGS.
- 2) The Company will have the right to discontinue service, for the duration of an emergency, to a Customer that continues to take gas in violation of these rules.

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RULES AND REGULATIONS (Continued)

J. Penalties for Unauthorized Takes

If a Customer exceeds its authorized consumption during a period of emergency curtailment, then that Customer shall be subject to the following penalties:

Actual Usage As A Percentage
Of Emergency Authorized Consumption
Greater than 103%, but not in excess of 110%

Penalty For Excess Takes (Dollars Per Mcf)

The higher of \$10 per Mcf or 110% of the highest cost gas supply purchased by the Company during the month of usage.

Greater than 110%

The higher of \$25 per Mcf or 125% of the highest cost gas supply purchased by the Company during the month of usage.

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 period.

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

K. 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 Customers with as much advance notice as possible of the amount of additional gas anticipated to be available. Such gas shall be apportioned by the Company to all Customers in the highest priority category being curtailed, on the basis of the total of the base period volumes for all Customers in that priority category for that month.

To the extent that a Customer has exceeded its authorized consumption during any period of emergency curtailment, penalties shall not be assessed for any excess volumes authorized pursuant to the provisions of this section.

L. <u>Discontinuance of Service and Curtailment</u>

When the evidence available to the Company reasonably indicates that a Customer is using gas in violation of this Plan or any Order of the Commission, the Company will discontinue all service to such Customer unless the use causing such violation is discontinued by the Customer within ten (10) days after receipt of written notice from the Company. This provision shall not affect the Company's right or obligation to discontinue service under other Rules and Regulations of its Tariff, the regulations of the Commission or for any other lawful right or reason. The Company will inform the Commission of any service discontinuance or termination made pursuant to this Plan.

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RULES AND REGULATIONS (Continued)

16. CUSTOMERS SERVED BY FACILITIES OTHER THAN DISTRIBUTION LINES

Service from a line outside the Company's low pressure and medium pressure distribution systems will not be furnished unless such line is at that time being operated in a manner which will permit gas to be served to the Applicant without interference with such line's operation. The furnishing of such service will be with the Customer's 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 such service is subject to temporary or permanent 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 cancelled the service contract by thirty (30) days' prior written notice to the Customer. The Customer assumes sole responsibility, financially and otherwise for obtaining alternative sources of fuel in the event that Customer's service is interrupted or discontinued temporarily or permanently for the reasons set forth in this Rule No. 15.

The Customer served from non-distribution gas lines assumes all risk from variations in gas pressure, defects in pipe, connections and appliances from gas leakage, from the sticking or other malfunctioning of valves and regulators, and from all other causes, whatsoever, incident to the use of gas. All materials used in connecting the meter and regulators from the outlet of the Company's service stop cock to the outlet of the meter, and including the box or structure housing the meter and regulators, shall be furnished and installed by the Company at the sole expense of the Customer. All such meter and regulator facilities shall belong to the Company and will be installed as near to the Company's lines as is practicable.

17. AUTHORITY OF AGENTS

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff, and no promise, agreement or representation shall bind the Company unless in writing, signed by an officer of the Company.

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(C)

RULES AND REGULATIONS (Continued)

18. TRANSPORTATION SERVICE

A. Availability to Pool Operators

- 1) Priority One Pooling Service A pool operator aggregates natural gas supplies needed to satisfy the full requirements of Priority One Transportation Customers of the Company. Unless otherwise agreed to by the Company, a pool operator that operates both a Priority One and a Non-Priority One pool must serve its Priority One customers, as defined in Rule 15(B) of this Tariff, in its Priority One pool and serve its Non-Priority One customers in its Non-Priority One pool.
- 2) Non-Priority One Pooling Service A pool operator aggregates natural gas supplies needed to satisfy the full requirements of one or more Non-Priority One Transportation Customers of the Company. A Non-Priority One pool operator that does not operate a Priority One pool may serve Priority One customers in its Non-Priority One pool provided that the annual aggregate consumption of such customers does not exceed 30,000 Mcf annually. Unless otherwise agreed to by the Company, a pool operator that operates both a Non-Priority One and a Priority One pool must serve its Priority One customers, as defined in Rule 15(B) of this Tariff, in its Priority One pool and serve its Non-Priority One customers in its Non-Priority One pool.
- 3) Local Gas Aggregation Service A pool operator aggregates locally produced supplies from various receipt points to be sold to pool operators, Customers, or the Company.

B. Availability to Customers

Transportation Service by the Company is available for any new or existing Customer (hereinafter called the "Customer"), pursuant to Rate Schedules RS/RS-T, SGS-T, MGS-T, LGS-T, and FTS subject to the following conditions:

- 1) When required by the Company, the Customer shall enter into a Transportation Service Agreement with the (C) Company; and
- 2) All Transportation Service Customers must be located in areas where the Company's capacity is sufficient to move the gas. System facilities and capacity must be available as determined by the Company for the transportation of the load requested and the Customer or NGS must deliver suitable gas into the Company's system as provided by this Tariff; and
- 3) The Customer or its NGS shall have installed all facilities and/or paid all costs for the purchase, installation, modification, or enlargement of facilities necessary to provide Transportation Service, as more particularly set forth in Section F hereafter; and
- 4) A "Direct" Customer utilizes Transportation Service for Customer-owned gas received into the Company's system as nominated by the Customer or its agent.

C. Applicability and Character of Service

Transportation Service shall apply to all natural gas transported under an executed Transportation Service Agreement. The Transportation Service Agreement shall obligate the Company to receive from the Customer or its NGS volumes of natural gas tendered for transportation as specified in the Transportation Service Agreement. Service under Transportation Service Rate Schedules may be interrupted or curtailed for Non-Priority Customers during periods of supply shortages when retail service to Priority One Customers is threatened or whenever the Company invokes emergency curtailment provisions under Tariff Rule No. 15. In the event of emergency action resulting in interruption or curtailment of service, as aforesaid, and during such period of interruption or curtailment, the NGS or Customer must sell to the Company all or such portion of the Customer's supply of gas as the Company may require for which the Company shall compensate the Customer or NGS as set forth in Rule No. 15.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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RULES AND REGULATIONS (Continued)

D. Rates

- 1) The rates listed under all of the Transportation Service Rate Schedules shall be deemed maximum rates.
- 2) A Retainage Charge shall also be included for lost and unaccounted for gas and gas used in Company's operations as determined under Rider PGC and set forth on Page No. 13 of this Tariff. (C)
- 3) A Pooling Fee of \$0.0243 per Mcf delivered into a Priority One or Non-Priority One Pool will be charged on a monthly basis, subject to a minimum charge of \$100.00 per month, except in the cases of pool-to-pool transfer where the pooling fees will be assessed to the pool which receives gas via the pool-to-pool transfer and shall not be assessed to the pool which supplies the gas.
- 4) A Pooling Fee of \$0.0243 per Mcf delivered out of a Local Gas Aggregation Pool will be charged on a monthly basis on volumes delivered to a Customer, system supply, or off-system, subject to a minimum charge of \$100.00 per month.
- 5) An Imbalance Trading/Pool-to-Pool Transfer Fee of \$0.0122 per Mcf charged to the Pool which supplies volumes of gas to another Pool, subject to a maximum of \$100.00 per month.

E. Quality of Gas

- 1) Heating Value All gas delivered hereunder shall have a minimum heat content of nine hundred eighty (980) and a maximum heat content of eleven hundred ten (1,110) British Thermal Units (Btu) per cubic foot (saturated) as measured on a Cutler-Hammer calorimeter, or the equivalent, and a maximum utilization factor of 1,400, the utilization factor being defined as that number obtained by dividing the heating value of the gas by the square root of its specific gravity. The initial Btu determination and all subsequent Btu determinations shall be made by the Company at the Producer's expense.
- 2) Other Quality Standards In addition to the requirements of Subparagraph 1) above, gas injected into the Company's system shall be of a quality and pressure reasonably acceptable to the Company. In the case of gas introduced into the Company's system directly from gas wells, such gas shall conform to all quality standards applicable to gas purchased by the Company directly from gas wells in accordance with the applicable provisions of the current form of the Company's "Gas Purchase Agreement" for local Pennsylvania gas supplies and the policies established by the Company to enforce such standards. All tests required to establish or monitor compliance with said quality standards shall be conducted by the Company at the expense of the Producer.
- 3) Nonconformance If the gas offered for delivery by the Customer or its NGS shall fail at any time to conform to any of the specifications set forth herein, then the Company shall notify the Customer of such deficiency and may at the Company's option refuse to accept delivery pending correction by the Customer. Should any substances not in conformity with the quality standards specified herein enter the Company's facilities and cause damage to gas meters, regulators and/or other equipment, or interruption of service, Producer 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, and/or repair facilities, of its Customers, including payments made by the Company to Customers in settlement of claims arising out of interruption of gas service.

(C) Indicates Change

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RULES AND REGULATIONS (Continued)

F. Receipts and Deliveries

The Customer or its NGS will make deliveries of gas to the Company at a point or points on the Company's pipeline system (the "Receipt Point") at a pressure sufficient to enter same and will take deliveries of gas therefrom through Company metering facilities serving the Customer. The location of the Receipt Point for introduction of Customerowned gas, which shall be the outlet flange of the meter measuring gas introduced to the Company's system, shall be determined by the Company.

The Customer or its NGS shall deliver gas to a Receipt Point in quantities sufficient to meet the monthly or daily load requirements set forth in the applicable Transportation Service Agreement. Each Customer or NGS shall be responsible for nominating the appropriate volumes of gas on a monthly or daily basis as the case may be as set forth in Rules 18, 19 and 20 of this Tariff. The Customer or its NGS, at its own cost and expense, shall secure and maintain the necessary rights-of-way and related surface rights for and shall construct, place in operation and maintain the necessary pipeline to connect the Customer's or its NGS source of gas at a suitable site (the "Connection Site") designated by the Company. In addition, the Customer or its NGS, at its own cost and expense, shall secure and transfer to the Company rights-of-way and related surface rights, as necessary, for the Company's regulator, metering and other connection facilities at the Connection Site. All metering, regulating and other facilities required at the Connection Site will be installed by the Company at the expense of the Customer or its NGS as soon as reasonably practicable after the pipeline of the Customer or its NGS is operational and any necessary rights-of-way and related surface rights for the Company's connection facilities have been transferred to the Company. If the Receipt Point is a connection not already equipped for telemetering or other electronic communication of gas measurement data, then the Company at its sole discretion may purchase and install, at the Customer's or its NGS' expense, all facilities needed for telemetering or other electronic communication of gas measurement data. All amounts paid to the Company hereunder shall not, under any circumstance, be subject to refund.

The points of delivery (the "Delivery Point") for all natural gas transported hereunder shall be at the respective outlet side of the Company's metering and regulating station to be located on the Customer's property. Title to all natural gas delivered hereunder shall be considered as passing to and vesting in the Customer at such Delivery Point.

G. Possession of Gas

The Customer or its NGS shall be deemed to be in control and possession of the gas to be transported hereunder until it shall have been delivered to the Company at the Receipt Point, after which the Company shall be deemed to be in control and possession thereof. The Company shall have no responsibility with respect to any Customer-owned gas until it is delivered to the Company at the specified Receipt Point or because of anything which may be done, happen or arise with respect to said gas before such delivery. The Customer or its NGS assumes the full cost and expense, as well as full and complete liability and responsibility, for collecting, gathering and transporting the gas to the Receipt Point hereunder at the quality herein before specified. Notwithstanding the transfer of control and possession of the gas at the Receipt Point, as aforesaid, the Customer or its NGS shall retain title of the gas while it is being transported and delivered by the Company. The Customer or its NGS shall be responsible for maintaining all insurance it deems necessary to protect its property interest in such gas before, during and after its receipt by the Company.

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(C)

RULES AND REGULATIONS (Continued)

H. Warranty of Title to Gas

The Customer and its NGS warrant generally the title to the natural gas delivered to the Company pursuant to a Transportation Service Agreement with the Company, and that at the time of delivery said natural gas is or will be free and clear of all liens, encumbrances and claims whatsoever. The Customer and its NGS further warrant that at the time of delivery the Customer will have good right and title to said natural gas, as aforesaid, and the Customer and its NGS agree to indemnify the Company and save it totally harmless from all suits, claims, actions, debts, levies, damages, costs, losses and expenses (including legal expenses) of any nature arising from or out of adverse claims, suits, actions and demands which may arise due to the nonpayment of landowner royalties, overriding royalties and rentals thereon or therefrom or any other cause. In the event any adverse claim to or against the natural gas delivered to the Company hereunder, or any part thereof, is made by any person, the Company may refuse to accept delivery of such natural gas, until the dispute as to ownership of said natural gas is settled by agreement between the Customer (and/or the NGS) and such adverse claimant or by the final decree of a court of competent jurisdiction.

I. Determination of Deliveries

When required by the Company, the maximum day transportation volume and the monthly and annual quantities of natural gas to be transported shall be specified in Transportation Service Agreements.

J. Force Majeure

Whenever the integrity of the Company's system or the supply of gas is believed to be threatened by conditions on its system, or upon the system with which it is directly or indirectly interconnected, the Company may, in its sole judgment, curtail or interrupt gas service or reduce pressure, and such action shall not be construed to constitute a default nor shall the Company be liable therefore in any respect. The Company will use reasonable efforts, under the circumstances which exist, to overcome the cause of such curtailment, interruption or reduction, and to resume full performance.

The Company shall be excused from providing Transportation Service and shall not be liable for damages or otherwise, if and to the extent that it shall be unable to do so, or is prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction, or by operational or pipeline capacity constraints, or by loss, diminution or impairment of gas supply from its suppliers, or the systems of others with which it is interconnected, or by a break or fault in its pipeline system, or a failure, or improper operation of equipment necessary for gas delivery, or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto. The Company shall use efforts reasonable under the circumstances to overcome such cause and to resume full performance. It is understood that settlement of strikes, lockouts or labor disturbances shall be entirely within the discretion of the Company and that the above requirement that any Force Majeure shall be remedied by efforts reasonable under the circumstances shall not require the settlement of strikes, lockouts or labor disturbances by acceding to the demands of the opposing party when such course is inadvisable in the discretion or judgment of the Company.

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RULES AND REGULATIONS (Continued)

K. <u>Limitations of Liability</u>

- 1) The Company shall not be liable for curtailment of service under any Transportation Service Rate Schedule in this Tariff or for the loss of Customer gas as a result of any steps taken to comply with any law, regulation or order or any governmental agency which has or purports to have jurisdiction to regulate, allocate or control gas supplies or the delivery of service hereunder, and regardless of any defect in such law, regulation or order.
- 2) The Company shall not be liable for any loss to the Customer arising from or out of service under any Transportation Service Rate Schedule in this Tariff, including loss of gas while it is in the custody of the Company or any other cause, except gross negligence or willful misconduct on the part of the Company's own employees or agents. The Company reserves the right to mix the Customer's gas with that of other suppliers.
- 3) If service furnished pursuant to any Transportation Service Rate Schedule in this Tariff is curtailed, the Company will notify the Customer as soon as is reasonably practicable.
- 4) If the Company agrees to furnish service under any Transportation Service Rate Schedule in this Tariff in an area or location where it has in the past experienced or presently experiences operational problems (such as seasonal line pressure problems), the Company shall not be liable for failure or inability to take or deliver any or all of the Customer's natural gas as a result of such problems or the Company's attempt(s) to manage or correct them.
- 5) If delivery of gas under a Transportation Service Agreement with the Company is curtailed for any reason, the Company shall not be liable for delivering said curtailed gas volumes at a later date.
- 6) To the extent that a Non-Priority Customer elects to utilize Transportation Service available under any Transportation Service Rate Schedule in this Tariff in lieu of Sales Service provided from system gas supply, the Company advises that sufficient gas supply may not be available to meet such Non-Priority Customer's requirements when such Customer's source of supply for transportation is not available. In such instance, the Company will have no obligation to provide any gas service to such Non-Priority Customer. Furthermore, the Company makes no guarantee against and assumes no liability for such interruption or curtailment.
- 7) The Company shall not be liable, under any circumstances or in any respect, to a Customer, to an NGS, or to any other person or entity for consequential damages arising either directly or indirectly from the interruption, curtailment or termination of Transportation Service.

L. Measurement

Measurement of gas delivered to the Customer through the Company's meter facilities at the Customer's premises shall be in accordance with Rule No. 12 of these Rules and Regulations. All quantities of gas received and transported shall be expressed in terms of "Mcf". The term "Mcf" shall mean 1,000 cubic feet of gas measured at an absolute pressure of 14.73 pounds per square inch and may be temperature compensated at the Company's discretion. If temperature compensation is not measured by the Company, an assumed temperature of sixty degrees (60°) Fahrenheit will be utilized. If the Customer's gas is introduced into the Company's system through an interconnection with an interstate pipeline supplier which measures gas in MMBtu, the measurement at such interstate pipeline supplier's meter will be converted to Mcf using the current applicable conversion factor for the interstate pipeline as determined annually in the Company's 1307(f) proceeding. The costs of all tests conducted by the Company to assure accurate measurement shall be borne by the Customer.

PEOPLES GAS COMPANY LLC

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RULES AND REGULATIONS (Continued)

M. Balancing and Reconciliation

1) Priority One Pooling

All Pool Operators serving Customers through a Priority One Pool shall be subject to daily balancing procedures. Each NGS shall have a Daily Available Volume to meet the Aggregate Daily Consumption Volume required by the Company. The Company will provide the NGS with a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption, subject to Rule 18.I, of all the ratepayers in the pool (Aggregate Daily Consumption Volume) at least two days in advance of when the NGS must deliver volumes to the Company. The Company may issue Alerts consistent with the terms of Rule 18.X. and, as a result, may provide the NGS with daily projections less than two days in advance. The Company reserves the right to adjust the Aggregate Daily Consumption Volume due to weather or large known consumption variations

Cash-out for Under-Delivery

If the Daily Available Volume is less than the Aggregate Daily Consumption Volume, then an Under-Delivery results. In the event such Under-Delivery occurs, the Company shall sell gas volumes to the Customer sufficient to increase the Daily Available Volume to one hundred percent (100%) of the Aggregate Daily Consumption Volume. Any volumes sold to the Customer by the Company during which no OFOs have been issued shall be purchased at a price equal to the Midpoint price of gas for the day using the Gas Daily index price (converted to Mcf) for gas delivered to Dominion Transmission, Inc.'s Appalachian South Point as published in Platts, Gas Daily, multiplied by 120%. Volumes sold by the Company are subject to applicable taxes.

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EFFECTIVE: October 1, 2020

(C) Indicates Change.

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RULES AND REGULATIONS (Continued)

Cash-out for Over-Delivery

(C)

If the Daily Available Volume exceeds the Aggregate Daily Consumption Volume, then an Over-Delivery results. In the event such Over-Delivery occurs, the Company shall purchase gas volumes delivered sufficient to decrease the Daily Available Volume to one-hundred percent (100%) of the Aggregate Daily Consumption Volume. Any volumes sold to the Company by the NGS shall be purchased at a price equal to the Midpoint price of gas for the day using the Gas Daily index price (converted to Mcf) for gas delivered to Dominion Transmission, Inc.'s Appalachian South Point as published in Platts, Gas Daily, multiplied by 85%.

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Monthly Reconciliation

The Company will prepare a monthly reconciliation between Calendar Month Pool Supply and Calendar Month Pool Sendout, as adjusted for any prior month billing corrections. The difference shall be reconciled in the next calendar month following its determination (the "Adjustment Month") by adjusting the NGS's Daily Available Volume of 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.

(C)

2) Non-Priority One Pooling and Direct Transport Customers – (Provisions for Non-Priority One Pools Applicable through 3/31/17)

(C)

All Direct Transport Customers and Pool Operators serving Customers through a Non-Priority One Pool shall be subject to monthly balancing procedures. The actual gas supply received each Month by the Company for the Customer or Customer Pool will be compared to the actual volume of gas used by the Customer or Customer Pool during the same Month. If the gas supplies received by the Company during a given Month are less than the actual usage for that Month, then an Under-Delivery results. If the gas supplies received by the Company during a given Month exceed the actual usage for that Month, then an Over-Delivery results.

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PEOPLES GAS COMPANY LLC

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RULES AND REGULATIONS (Continued)

Cash-out for Under-Delivery

In the event an Under-Delivery exceeds four percent (4%) of the Pool or Customer's actual usage for the Month, the Company shall sell gas volumes to the NGS or Customer sufficient to increase the actual volume of gas received for such Month to ninety-six percent (96%) of the actual usage for the same Month. Any volumes sold to the NGS or Customer by the Company shall be purchased at price equal to the highest Midpoint price for gas published in Platts, Gas Daily publication, under Appalachia Dominion Transmission Inc. South Point for the month, multiplied by 120%.

Cash-out for Over-Delivery

In the event an Over-Delivery exceeds four percent (4%) of the Pool or Customer's actual usage for the Month, the Company shall purchase gas volumes delivered sufficient to decrease the actual volume of gas received for such Month to one-hundred four percent (104%) of the actual usage for the same Month. Any volumes sold to the Company by the NGS or Customer shall be purchased at a price equal to the lowest Midpoint price for gas published in Platts, Gas Daily publication, under Appalachia Dominion Transmission, Inc. South Point for the month multiplied by 85%.

(C) Indicates Change.

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ISSUED: September 30, 2020 EFFECTIVE: October 1, 2020

PEOPLES GAS COMPANY LLC

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RULES AND REGULATIONS (Continued)

3. Non-Priority One Pooling – Provisions Applicable 4/1/17

All Pool Operators serving Customers through a Non-Priority One Pool shall be subject to daily balancing procedures. Each NGS shall have a Daily Available Volume to meet the Aggregate Daily Consumption Volume required by the Company. The Company will provide the NGS with a daily projection of the amount of gas to be delivered to the Company to satisfy the estimated daily consumption, subject to Rule 18.I, of all the customers in the pool (Aggregate Daily Consumption Volume) at least two days in advance of when the NGS must deliver volumes to the Company. The Company may issue Alerts consistent with the terms of Rule 18.X. and, as a result, may provide the NGS with daily projections less than two days in advance. The Company reserves the right to adjust the Aggregate Daily Consumption Volume due to weather or large known consumption variations.

Cash-out for Under-Delivery

If the Daily Available Volume is less than the Aggregate Daily Consumption Volume, then an Under-Delivery results. In the event such Under-Delivery occurs, the Company shall sell gas volumes to the Customer sufficient to increase the Daily Available Volume to one hundred percent (100%) of the Aggregate Daily Consumption Volume. Any volumes sold to the Customer during periods in which no OFOs have been issued by the Company shall be purchased at a price equal to the Midpoint price of gas for the day published in Platts, Gas Daily publication using the index price (converted to Mcf) for gas delivered to Dominion Transmission, Inc.'s Appalachia South Point multiplied by 120%. Volumes sold by the Company are subject to applicable taxes.

Cash-out for Over-Delivery

If the Daily Available Volume exceeds the Aggregate Daily Consumption Volume, then an Over-Delivery results. In the event such Over-Delivery occurs, the Company shall purchase gas volumes delivered sufficient to decrease the Daily Available Volume to one-hundred percent (100%) of the Aggregate Daily Consumption Volume. Any volumes sold to the Company by the NGS shall be purchased at a price equal to the Midpoint price of gas for the day published in Platts, Gas Daily publication using the index price (converted to Mcf) for gas delivered to Dominion Transmission, Inc.'s Appalachia South Point multiplied by 85%.

Monthly Reconciliation

The Company will prepare a monthly reconciliation between Calendar Month Pool Supply and Calendar Month Pool Sendout, as adjusted for any prior month billing corrections. The difference shall be reconciled in the next calendar month following its determination (the "Adjustment Month") by adjusting the NGS's Daily Available Volume of 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.

4. Local Gas Aggregation Service ("LGA")

The total volumes nominated into the Local Gas Aggregation ("LGA") Pool shall equal the total volume of gas delivered out of the Local Gas Aggregation Pool. If the gas supplies nominated into the LGA Pool during a given Month exceed the volume of gas delivered out of the LGA Pool for that Month, then an Over-Delivery results. These volumes shall be sold to the Company at a price equal to the first of the month IFERC Dominion Transmission, Inc. Appalachia Index multiplied by 85%.

(C) Indicates Change.

(C)

EFFECTIVE: October 1, 2020

ISSUED: September 30, 2020

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RULES AND REGULATIONS (Continued)

(C)

Reconciliation of Aggregation Volumes

The total actual local gas aggregation volume for all meters assigned to the LGA pool will be compared to the total volume of gas nominated into the LGA Pool, and the resulting difference, if any, will be reconciled in the first full calendar month following the determination of actual local gas aggregation volumes (the "Adjustment Month"). 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 aggregator's monthly available volume in the adjustment month.

5) Company Option to Waive Cash-Out Provision

In lieu of applying the Cash-out provisions contained herein, the Company may, at its sole discretion, choose to carry forward to the subsequent Day or Month, as the case may be, all or any portion of any Under-Delivery or Over-Delivery for the applicable Day or Month.

6) Balancing Fees

The Balancing Fees applicable for the Balancing Service described herein are set forth in the respective Rate Schedules for each Customer classification.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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N. Local Gas Aggregation ("LGA") Service

- 1) This service is available to any NGS who delivers locally produced gas to the Company at more than one Receipt Point on the Company's system. The supply is aggregated into a single pool (hereafter referred to as a "LGA Pool"). Any NGS who wishes to so aggregate locally produced gas supplies on the Company's system and operate a LGA Pool or Pools shall enter into a Local Gas Aggregation Agreement with the Company. The NGS who has entered into such an Agreement (hereafter referred to as a "LGA Pool") may sell its aggregated gas supply volumes to a NGS, another LGA Pool, the Company, or directly to a transportation Customer if the NGS is licensed as an NGS with the Commission, or in the case of an individual Customer, may transport its aggregated gas supply volumes to its facility for consumption.
- 2) The Company and the LGA Pool will specify the Receipt Points at which the LGA Pool will deliver gas to the Company in the Interconnect Agreement or other such agreement with the Company. The LGA Pool shall be responsible for the cost of any metering and regulation and related equipment, as specified by the Company and such equipment shall be the property of the Company.
- 3) All volumes received by the Company into a LGA Pool shall be nominated in advance according to the nominating procedures set forth in Rule No. 18.Y of this Tariff and incorporated into the applicable Local Gas Aggregation Agreement.
- 4) All LGA Pools receiving service under this Rate Schedule shall be subject to the Monthly Balancing provisions set forth in Rule No. 18.M of this Tariff.

O. Capacity

Capacity is the ability of the Company to take the gas tendered by a Transportation Customer at the point of delivery and move it through the Company's system to the point of consumption without interfering with the Company's operations in serving its other Customers, including, but not limited to, obtaining or moving supplies of gas through the Company's system(s) to serve other Customers. Capacity is a dynamic concept and may not exist in all locations at all times of the year. A Customer requesting Transportation Service also must recognize that the Company, in discharge of its duty to serve the public in a safe and reliable manner, must monitor and maintain its system. As with retail service, this can be expected to result in situations where the use of facilities is not possible for certain periods due to such things as leak repair, scheduled and unscheduled maintenance and line replacement or relocation, to name a few. If the Company encounters a capacity constraint within its own pipeline system, transportation volumes will be curtailed prior to general system supply.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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(C)

RULES AND REGULATIONS (Continued)

- P. Natural Gas Supplier ("NGS") Qualifications
 - A NGS must be licensed by the Commission pursuant to Section 2208 of the Public Utility Code, 66 Pa. C.S. §2208, before any application to provide gas supply service to Customers on the Company's system will be considered.
 - 2) Any NGS wishing to provide gas supply services to Customers on the Company's system must provide the Company with the following financial and related information:
 - Audited financial statements, or an annual report or Form 10-K, for the most recent fiscal year-end. If audited
 financial statements are not available, federal income tax returns from the last three (3) years shall be
 provided, including all schedules and attachments;
 - b. Current interim financial statements;
 - c. Names, addresses and telephone numbers of the NGS parent company and subsidiaries;
 - d. Names, addresses and telephone numbers of a bank and at least two trade references; and
 - e. A current credit report from Dun and Bradstreet or an equivalent national credit reporting agency.
 - 3) The NGS shall also deliver to the Company a certified statement of an officer or other authorized representative of the NGS (the "Certified Statement") which confirms the following:
 - The NGS is not operating under any chapter of the bankruptcy laws and is not subject to liquidation under any state law.
 - b. The NGS is not subject to any pending or threatened litigation in any state or federal court or in any regulatory or administrative venue which could (i) cause a substantial deterioration in its financial condition, (ii) cause a condition of insolvency, or (iii) endanger its ability to continue as an ongoing business.
 - c. The NGS is not subject to outstanding lawsuits, actions or judgments which, individually or in the aggregate, could jeopardize its ability to remain solvent.
 - d. The NGS has the legal power and authority to transact the business it transacts and proposes to transact in Pennsylvania, has obtained and holds a valid and effective Natural Gas Suppliers License from the Commission, and is in good standing in every other jurisdiction in which it operates and has secured a similar license or qualification.
 - e. The NGS has no delinquent balances, outstanding for billings made previously by the Company or its affiliates 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.

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RULES AND REGULATIONS (Continued)

- f. The NGS indemnifies and holds harmless the Company and its Directors, officers, agents, and employees from and against any and all liabilities, claims, costs, expenses (including without limitation attorneys' fees and expenses) losses and damages related to or arising out of any failure on the part of the NGS to (i) provide gas supply service to its Customers on the Company's system and (ii) otherwise fulfill its obligations to the Company and its Customers. The NGS agrees to reimburse the Company for any and all payments made by the Company and any of its Directors, officers, agents and employees on account of such liabilities, claims, costs, expenses (including without limitation attorneys' fees and expenses) losses and damages.
- g. The NGS has and shall maintain the gas supply and related capacity arrangements necessary to perform its obligations as a gas supplier on the Company's system, including but not limited to meeting all of the gas supply requirements of its Customers during peak demand periods. Furthermore, the NGS shall have available for its Customers, in addition to the capacity assignment and allocation received from the Company, such additional pipeline transportation and/or storage capacity and sources of gas supply that will be necessary to perform all of its obligations to the Company and its Customers, including but not limited to meeting all of the gas supply requirements of its Customers during peak demand periods.
- 4) For as long as an NGS serves Customers on the Company's system, it shall provide the Company with a copy of its audited financial statements within 90 days after the end of every fiscal year, along with any other updated interim financial information that may be requested by the Company from time to time.
 - a. 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 (3) of this section as of the date such event occurred and within two business days of any other significant deterioration of its financial fitness or creditworthiness.
- 5) The Company will evaluate the financial fitness and creditworthiness of an NGS based on the financial and related information provided by the NGS in response to this Rule No. 18. Applying consistent analytical criteria, the Company shall assess the financial fitness or creditworthiness of an NGS and, in its sole discretion, except as noted below, (i) determine the amount and form of financial security, if any, that will be required of the NGS and (ii) change the amount and form of security supplied by the NGS. In that regard, the Company may monitor the NGS's aggregate maximum Required Delivery Volume for the Customers it represents on a monthly basis to ensure that adequate financial security is in place at all times.
 - a. The Company shall consider the forms of security enhancements 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 or such other security as is mutually acceptable to both the Company and the NGS.
 - b. The amount and form of the security, if not mutually agreed upon by the Company and the NGS, shall be based on criteria established in 52 PA Code, Section 62.111, which criteria shall be applied in a non-discriminatory manner.
 - c. The amount of the security shall be reasonably related to the financial exposure of the Company which may result from the NGS's default, bankruptcy or failure to perform in accordance with the requirements of this Tariff, the terms and conditions of the applicable Transportation Service Agreement(s), or any applicable laws and Commission rules, regulations, policy statements or guidelines.
 - d. The amount of the security should reflect the financial exposure of the Company and generally shall include all applicable pooling fees; all applicable billing fees; and projected imbalance fees using the maximum imbalance price multipliers and assuming that NGS fails to delivery gas supplies during the peak month.

(C)

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EFFECTIVE: August 20, 2016

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RULES AND REGULATIONS (Continued)

- e. The amount of security required of any NGS under this Tariff Rule may be modified based on one or more of the following:
 - The NGS's past operating history on the Company's system and on the operating systems of other NGDC, including the length of time that the NGS has operated on the system, the number of customers served, and any past supply reliability problems.
 - ii. The NGS's credit reports.
 - iii. The number and class of customers being served by the NGS.
 - iv. Information that materially affects the NGS's creditworthiness, as set forth in subparagraph 18.A.5.f hereof.
 - The NGS's demonstrated capability to supply and deliver the volume of natural gas necessary for its customers' needs.
- f. The amount of the security required of any NGS hereunder may be adjusted as circumstances warrant. The adjustments must be reasonable and based on one or more of the following criteria:
 - i. A change in the NGS's recent operating history on the Company's system, or on the operating systems of other NGDC, which has materially affected Company's (or other NGDC's) system operation or reliability. A change that could materially affect system operation or reliability may occur when a supplier fails to deliver natural gas supply sufficient to meet its customers' needs, or fails to comply with Company (or other NGDC) operational flow orders, as defined in 52 Pa. Code Section 69.11 (relating to definitions).
 - ii. A change in the NGS's credit reports that materially affects the NGS's creditworthiness. Creditworthiness could be materially affected when two or more of the following credit rating companies change the NGS's credit rating.
 - (A) Dun & Bradstreet.
 - (B) Standard & Poor's Rating Services, Inc.
 - (C) TransUnion LLC.
 - (D) Equifax, Inc.
 - (E) Experian Information Solutions, Inc.
 - iii. A significant change in the number of customers served, the volume of gas delivered, or the unit price of natural gas, or a change in the classes of customers being served by the NGS. A change over a consecutive 30-day period of 25% in the number of customers served, the volume of gas delivered or the average unit price of natural gas would represent a significant change.
 - iv. A change in operational or financial circumstances that materially affects the NGS's creditworthiness. Creditworthiness could be materially affected when two or more of the following investment rating companies change the rating of the NGS's issued securities from an investment grade or good rating to a speculative or moderate credit risk rating:
 - (A) Standard & Poor's Rating Services, Inc.
 - (B) Moody's Investment Service, Inc.
 - (C) Fitch, Inc.
 - (D) A. M. Best Company, Inc.
 - (E) DBRS, Inc.

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RULES AND REGULATIONS (Continued)

- v. A change in the NGS's demonstrated capability to provide the volume of natural gas necessary for its customers' needs that materially affects the Company's system operation or reliability. A change that could materially affect the Company's system operation or reliability may occur when an NGS fails to deliver natural gas supply sufficient to meet its customers' needs on five separate occasions within a 30-day period, or fails to comply with the Company's (or another Pennsylvania NGDC's) operational flow orders, as defined in 52 Pa. Code, Section 69.11.
- g. The Commission will determine the additional amount, if any, to be included in a surety bond or other form of security provided by an NGS serving Priority Customers to cover fines levied on the NGS by the Commission and NGS obligations to such Priority Customers. In no event will the Company be obliged to execute on the form of security provided by the NGS unless the amount in question is not in dispute and the Company is directed to do so by final order of the Commission. If the Commission establishes an additional amount to be included in the surety bond or other security to cover fines or obligations of the NGS to its Customers, such amount shall be payable on the same terms as said bond or other security to the Company.
- h. All financial and related information submitted or provided to the Company pursuant to this Rule will be treated as confidential and be used by the Company solely for the purpose of evaluating the financial fitness and creditworthiness of the NGS.
- 6) When practicable, the Company shall use North American Energy Standards Board forms or language for financial and legal instruments that are used as security for NGS under this Tariff Rule No. 18.
- 7) The Company shall file an annual report with the Secretary of the Commission no later than April 30 of each year (the first such annual report to be filed in April 2012), as required under the Commission's regulations at 52 Pa. Code Section 62.111(c)(5).
- 8) When the Company determines that an adjustment is warranted in the amount or type of security that an NGS must provide to maintain its license, the Company shall provide notice of its determination to the NGS in writing. The Company's determination must be based on the criteria set forth in this Tariff Rule 18.P. The NGS shall comply with the Company's determination of adjusted security no later than five business days after the date that the NGS is served with notice of the Company's determination. When the NGS disagrees with the Company's determination, the NGS may file a dispute with the Company in accordance with subparagraph P.10 of this Tariff Rule 18.
- 9) An NGS may request that the Company adjust the amount or type of security the NGS must provide to maintain its license. The request must be made to the Company in writing and be based on criteria set forth in this Tariff Rule 18.P. The Company shall make its determination on the request and provide a written response to the NGS within five business days after the date that the request is made. When the Company agrees to the requested adjustment in security, the NGS shall post the adjusted security within five business days after the date that the NGS was served with notice of the Company's determination. When the NGS disagrees with the Company's determination, the NGS may file a dispute with the Company in accordance with subparagraph P..10 of this Tariff Rule 18.

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RULES AND REGULATIONS (Continued)

- 10) When there is a dispute relating to the form or amount of security, the applicant or NGS shall notify the Company of the dispute and attempt to resolve the dispute. If a resolution is not reached within thirty days after the date that the Company is notified of the dispute, the applicant or the NGS may take such action to resolve the dispute before the Commission as is described at 52 Pa Code Section 62.111(c)(8).
- 11) When an NGS submits a dispute to the Commission for resolution which concerns the Company's application of security requirements under this Tariff Rule 18, or files a formal complaint with the Commission relating to an adjustment in the form or amount of security required by the Company, the following obligations apply:
 - a. The NGS shall provide to the Company the adjusted security amount as directed by the Company. The NGS shall maintain the adjusted amount of security until the dispute or complaint is resolved or until directed otherwise by the Commission.
 - b. The NGS shall continue to operate on the Company system in accordance with system operation and business rules and practices until the dispute or complaint is resolved or until directed otherwise by the Commission.
 - c. The NGS shall cause to be delivered to the Company's system natural gas supply in the volume necessary to fulfill its customers' requirements and provide customer support services until the dispute or complaint is resolved or until directed otherwise by the Commission.
 - d. The Company shall permit the NGS to continue to operate on the Company's system until the dispute or complaint is resolved or until directed otherwise by the Commission.

Q. Customer Education/Information Disclosure

All of the terms and conditions in Rule No. 6 shall also apply to the NGS Rules for service to Priority Customers, as set forth in this Rule No. 18 and are incorporated herein by reference thereto.

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RULES AND REGULATIONS (Continued)

R. Selection of Natural Gas Suppliers

- 1) Customers or their NGS electing transportation service pursuant to the Customer Choice Program shall enter into a Transportation Service Agreement with the Company.
- 2) If a Customer contacts the Company to sign up with or request a change of an NGS, the Company will notify the Customer that they must contact the selected NGS directly in order to sign up or initiate a change in NGS.
- 3) Enrollment in the Customer Choice Program may be conducted by the NGS telephonically, in writing or via the Internet pursuant to the following procedures:

a. Telephonic Enrollment

- i. Customers may enroll in the Customer Choice Program by telephonic enrollment. The NGS will tape record the telephonic enrollment confirmation of each Customer. The enrollment confirmation shall consist of a recording on which the Customer states his/her name, his/her Company account number, his/her service address, his/her mailing address, his/her intent to be a Customer of the NGS, and the date of the enrollment. The selected NGS will notify the Company that it was selected to serve the Customer by the end of the next business day following the telephonic enrollment.
- ii. After the Company is notified that the Customer desires to select a new NGS, the Company shall send a letter to the Customer seeking verification of the Customer's intent to select a new NGS. The letter shall be mailed by the end of the next business day following the Company's receipt of notice of the Customer's NGS selection. The letter will explain the five (5) day waiting period during which the selection of the NGS may be canceled and the date that gas supply service from the NGS will begin, unless it is canceled within the five (5) day waiting period. The Customer shall have five (5) days from the date that the letter is sent to inform the Company in writing or by telephone (if the Customer provides his/her Social Security Number as proof of identity during the telephone conversation) that the Customer does not desire to select a new NGS. Upon receipt of such notification, the Company shall ensure that the Customer remains with his/her current gas service provider.
- iii. The NGS shall provide a copy of any Customer's tape recorded enrollment confirmation to the Company upon request. Failure to supply a telephonic enrollment confirmation recording within five (5) days of the Company's request shall cause the affected Customer to be returned to the previous gas service provider, and a \$50.00 fee shall be paid by the NGS for each such failure to cover the Company's administrative cost of investigating the validity of a Customer's enrollment in the Customer Choice Program and/or selection of NGS.

b. Written Enrollment

i. A Customer may enroll in the Customer Choice Program by written enrollment. The NGS will maintain the written confirmation of enrollment of each Customer for as long as a Customer remains a Customer of the NGS. Valid written enrollment requires a document signed by the Customer which expressly obtains the Customer's consent to select a new NGS. Documents not considered to be valid include, but are not limited to, canceled checks, signed contest entries, and documents used to claim prizes won in contests. The written confirmation of the enrollment shall consist of the Customer's name, his/her account number, his/her service address, his/her mailing address, his/her signature, an indication of the Customer's intent to enroll in the Customer Choice Program, and the date of the enrollment. The selected NGS will notify the Company that it has been selected to serve the Customer by the end of the next business day following enrollment.

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RULES AND REGULATIONS (Continued)

- ii. After the Company is notified that the Customer desires to select a new NGS, the Company shall send a letter to the Customer seeking verification of the Customer's intent to select a new NGS. The letter shall be mailed by the end of the next business day following the Company's receipt of notice of the Customer's NGS selection. The letter will explain the five (5) day waiting period during which the selection of the NGS may be canceled and the date gas supply service from the new NGS will begin. The Customer shall have five (5) days from the date that the letter is sent to inform the Company in writing or by telephone (if the Customer provides his/her Social Security number as proof of identify during the telephone conversation) that the Customer does not desire to select a new NGS. Upon receipt of such notification, the Company shall ensure that the Customer remains with his/her current gas service provider.
- iii. The NGS shall provide a copy of any Customer's written confirmation of enrollment to the Company upon request. Failure to supply a requested written confirmation of enrollment within five (5) days of the Company's request shall cause the affected Customer to be returned to the previous gas service provider, and a \$50.00 fee shall be paid by the NGS for each such failure to cover the Company's administrative cost of investigating the validity of a Customer's enrollment in the Customer Choice Program and/or selection of the NGS.

c. Internet Enrollment

- i. A Customer may enroll in the Customer Choice Program using internet enrollment procedures, if such an enrollment method is offered by an NGS. If an internet enrollment option is offered, the NGS shall maintain a webpage to provide for internet enrollment, which webpage shall clearly identify the legal name of the NGS, its address, and telephone number. The NGS shall maintain a printed or electronic copy of information appearing on the webpage at the time the Customer requests gas supply service from the NGS. The internet enrollment confirmation shall include, at a minimum, the NGS's legal name, a copy of the agreement between the NGS and the Customer as it appeared on the NGS webpage at the time the Customer requested gas supply service from the NGS, the Customer's name, his/her account number, his/her service address, his/her mailing address, an indication of the Customer's intent to enroll and be a Customer of the NGS, and the date of the enrollment. The selected NGS will notify the Company that it has been selected to serve the Customer by the end of the next business day following enrollment.
- ii. After the Company is notified that the Customer desires to select a new NGS, the Company shall send a letter to the Customer seeking verification of the Customer's intent to select a new NGS. The letter shall be mailed by the end of the next business day following the Company's receipt of notice of the Customer's NGS selection. The letter will explain the five (5) day waiting period, during which the selection of the NGS may be canceled, and the date gas supply service from the new NGS will begin. The Customer shall have five (5) days from the date that the letter is sent to inform the Company in writing or by telephone (if the Customer provides his/her Social Security number as proof of identify during the telephone conversation) that the Customer does not desire to select a new NGS. Upon receipt of such notification, the Company shall ensure that the Customer remains with its current gas service provider.
- iii. The NGS shall provide a copy of any Customer's internet enrollment confirmation to the Company upon request. Failure to supply a copy of an internet enrollment confirmation within five (5) days of the Company's request shall cause the Customer to return to his/her previous gas service provider, and a \$50.00 fee shall be paid by the NGS for each such failure to cover the Company's administrative cost of investigating the validity of a Customer's enrollment in the Customer Choice Program and/or selection of NGS.

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RULES AND REGULATIONS (Continued)

S. Application/Billing Procedures

- 1) All new Applicants for gas service on the Company's system shall be provided with consumer education information which describes the method by which new Customers can consider and select an NGS to provide their gas supply pursuant to the Customer Choice Program.
- 2) The NGS may choose a Single Bill Option or Two Bill Option, as described below. The NGS assumes full responsibility for non-payment of the NGS's portion of a Customer's bill unless the NGS elects to participate in the Company's Purchase of Receivables Program. Under the Company's Purchase of Receivables Program, the Company will have the right to terminate service for failure to pay the NGS's Natural Gas Supply Services charges portion of the bill in compliance with all applicable laws and regulations regarding termination of service including the Discontinuance and Termination of Service rule of this Tariff. No late fees shall be applied to NGS charges except in the case of Customers of NGS who have elected to participate in POR.
- Pursuant to the Company's Purchase of Receivables Program, the Company will purchase at a discount the accounts receivable from NGSs who elect to participate in POR. If an NGS discontinues participation in the Customer Choice Program for any reason, the Company reserves the right to adjust the NGS's accounts to correct any prior errors for up to twelve (12) months after the NGS discontinues participation. If a Customer discontinues participation in the Customer Choice Program for any reason, or if the Customer discontinues gas supply service from an NGS, the Company reserves the right to adjust the NGS's accounts to correct any prior errors up to twelve (12) months after the Customer has discontinued said participation or service.
- 5) The NGS shall inform the Company of its choice of Billing Option at the time it executes its Transportation Agreement. Thereafter, the NGS may only change its choice of Billing Option once each calendar year and only after 60 days' advance written notice to the Company. The NGS shall select one of the following Billing Options:

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RULES AND REGULATIONS (Continued)

- a. Two Bill Option: The NGS bills Customers for their gas supply. The Company will not purchase the NGS receivables for any customer for which the NGS has chosen the Two Bill Option. The NGS assumes full responsibility for nonpayment of the NGS's Natural Gas Supply Services charges under the Two Bill Option. The Company bills Customers for services provided by the Company under this Tariff. The Company will transmit to the NGS meter reading and other information needed for billing in a standard electronic format each day in accordance with the Company's billing cycle.
- b. Single Bill Option: The NGS elects to have the Company bill for the NGS's Natural Gas Supply Services and for distribution or delivery services on a single bill. The Company may purchase the accounts receivable for an NGS that elects this billing option pursuant to the Voluntary Purchase of Receivables Program paragraph in this Tariff. The NGS will provide the Company with all billing rate and other information that will be necessary for Customer billing, as determined by the Company, at the time it gives the Company notice of Customer enrollment and its selection as NGS. The Company will transmit to the NGS meter reading and billing information in a standard electronic format each day in accordance with the Company's billing cycle. The Company will transmit payment information, as payments are received for NGS balances, on a daily basis.
- c. Any and all changes in or corrections of the billing rate and other information supplied by the NGS must be delivered to the Company in an electronic format acceptable to the Company no less than two (2) weeks prior to the first day of the month in which the changed or corrected information is to be used by the Company to issue bills pursuant to Single Bill Option. The Company's billing fee for Single Bill Option:

Charge Per Invoice: Single Bill Option \$0.15

d. To the extent the NGS has provided the Company with inaccurate or erroneous information which requires an adjustment to Customer bills, the NGS agrees to pay the Company the fees provided below to recover the per transaction incremental costs associated with such changes.

Administrative Fee for Changes in NGS Billing Data \$500

Cost per confirmation report of billing data change by NGS

Processing Fee for Changes in NGS Billing Data \$1.00

Cost per adjustment

e. All Customer payments received by the Company shall be first applied to amounts due the Company, including installment amounts due the Company under existing payment plans. Payments received from Customers in the Customer Choice Program will be applied as follows: (1) to the Company for outstanding pre-Customer Choice Program installment amounts per payment agreements; (2) to the Company's current delivery service charges; (3) to NGS gas supply charges; (4) to non-basic service charges; (5) to hardship energy fund contributions.

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RULES AND REGULATIONS (Continued)

- f. Partial payments made by residential Customers who are not budget payment plan participants shall be applied as follows:
 - i. Past-due Company service charges;
 - ii. Current Company service charges;
 - iii. Past-due NGS charges;
 - iv. Current NGS charges;
 - v. Non-basic service charges.
 - vi. Pre-Customer Choice Program balance. For a residential Customer who has a pre-Customer Choice Program balance, partial payments will be applied by the Company as follows:
 - (a) Outstanding pre-Customer Choice Program balance or installment amount with respect to any existing payment agreement on this balance;
 - (b) Current Company charges;
 - (c) NGS charges;
 - (d) Non-basic service charges;
 - vii. Post-Customer Choice Program balance. If the residential Customer's account develops a post-Customer Choice Program balance, partial payments should be applied to the pre-Customer Choice Program balance before being applied to any other outstanding post-Customer Choice Program charges. For a residential Customer with no pre-Customer Choice Program balance, partial payments should be applied as follows:
 - (a) Past-due Company service charges;
 - (b) Current Company service charges;
 - (c) Past-due NGS charges;
 - (d) Current NGS charges;
 - (e) Non-basic service charges.
- g. If a Customer is a budget payment plan participant, the Company shall determine the amount of the monthly budget payment to credit to the Company's delivery charges and the NGS's Natural Gas Supply Services charge based on the Customer's annual consumption over the previous twelve (12) months and the applicable rate information. The Company will remit to the NGS, on a monthly basis, a pro-rata portion of the budget bill payment applicable to the NGS's Natural Gas Supply Services charges. Any budget payments that are received shall be applied first to the Company's charges and any balance remaining after the Company's charges are made current will be paid to the NGS.

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RULES AND REGULATIONS (Continued)

- 5) A Customer may not be disconnected from the Company's system unless the Customer fails to meet his/her obligations to the Company or fails to pay NGS Natural Gas Supply Services charges pursuant to the Company's Voluntary Purchase of Receivables Program paragraph of this tariff, and then only after applicable laws and regulations regarding service termination have been followed. In no event shall gas service to a Customer be terminated or threatened with termination for failure to pay NGS charges or any non Natural Gas Supply Service charges. If gas service to a Customer not subject to the Company's Voluntary Purchase of Receivables Program is terminated, the Company will not make the payment of NGS gas supply charges a condition for the restoration of service.
- 4) The Company shall bill all Customers enrolled in the Customer Choice Program Customers for its distribution or delivery services, regardless of whether the NGS or the Company generates the bill for gas supply services. The Company shall provide the NGS with individual Customer usage data for each billing cycle as those Customers who receive gas supply service from the NGS are billed by the Company.
- 5) All complaints that pertain to the standards and billing practices for residential utility service shall be handled and resolved in accordance with the requirements of Chapter 56 and other Commission regulations that are applicable. The Company will give the Commission access to the billing and other information that may be needed in any compliance review conducted by the Commission and any NGS providing gas supply service to Customers on the Company's system will do likewise.

T. Purchase of Receivables Program ("POR")

- 1) A NGS that elects POR for its customer accounts shall be required to sell all its accounts receivable in its POR pool to the Company as specified in this POR program. The NGS shall be required to designate the POR Option in its Pooling Agreement with the Company to implement the POR program. 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 consuming less than 1,000 Mcf annually. 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) A NGS must elect Single Bill Option for their POR pool.
- A NGS participating in the POR program is required to accept a new customer for enrollment without regard to the credit-related issues or payment history.
- 4) A NGS participating in the POR program shall not request a security deposit from a customer.
- 5) The Company will purchase the NGS receivables at a discount rate equal to the applicable Merchant Function Charge percentage as stated on page 97 of this tariff. 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.
- The Company will purchase only receivables associated with the NGS's Natural Gas Supply Services charges and no other products or services that may be provided by NGSs. The Natural Gas Supply Services charges eligible under the POR program shall not include any charges associated with the following: termination fees, energy efficiency service or equipment, a non-recurring charge billed by an NGS for calling the NGS call center or negotiating a payment plan, security deposits charged by an NGS, other equipment or services provided by an NGS, such as heating equipment repairs or maintenance policies, or any charges associated with carbon based attributes, including value added green products like carbon attributes.
- 7) The Company will have the right to terminate a customer's service for failure to pay the NGS's Natural Gas Supply Services charges portion of the bill. Such termination of service will comply with all applicable laws and regulations regarding termination of service.
- 8) The Company may require full payment of any balance outstanding for the NGS's Natural Gas Supply Services charges before reconnecting service that has been terminated for nonpayment. When requiring full payment, the Company will comply with all applicable laws and regulations regarding reconnection of service.
- The Company, at its discretion, may decide to terminate the Purchase of Receivables program.

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RULES AND REGULATIONS (Continued)

U. Customer Decisions to Change/Select NGS

- The Company shall process any request to initiate, terminate or change a Customer's NGS in accordance with the following procedure and the Commission's regulations at 52 Pa. Code Sections 59.91-59.99. The Customer, or a person or entity that is authorized to act on the Customer's behalf, should contact his or her chosen NGS to initiate such a request. If such request is presented to the Company, the Company will inform such party to contact the NGS directly.
 - a. After the Company has received notification from an NGS of a Customer's request to initially select, terminate or change an NGS, the Company shall send the Customer a confirmation letter noting the proposed selection/change of NGS. The letter will include a five (5) day waiting period during which the request may be cancelled by the Customer before the selection/change of the NGS is put into effect. The letter shall include the date that service from the new NGS will commence. The five (5) day waiting period shall start on the day the confirmation letter is mailed.
 - b. The Company will mail the confirmation letter by the end of the next business day following its receipt of the notification from the NGS of the Customer's selection of the NGS.
 - c. If the Customer does not contact the Company to cancel the request to selection/change NGS within the five (5) day waiting period, the Company shall make the change of NGS at the beginning of the next billing month following the five (5) day waiting period.
- When a Customer contacts the Company and alleges that their NGS has been changed without their consent, the Company shall consider the matter a Customer dispute and investigate and respond to the dispute consistent with the requirements Chapter 56 at Sections 56.151 and 56.152. Any Customer who has had their NGS changed without their consent shall be switched back to the previous gas service provider. Further, the Customer will not be responsible for any charges rendered by the unauthorized NGS during the period of unauthorized supply service, and the company responsible for initiating the unauthorized change of supplier shall issue a complete refund of any gas supply charges paid by the Customer for the unauthorized NGS supply service within 30 days of the close of the dispute. The refund provision shall apply only to the natural gas supply charges. Any charges involved in the switch back to the previous gas service provider shall be the responsibility of the NGS that initiated the change without the Customer's consent.

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RULES AND REGULATIONS (Continued)

V. Discontinuation of NGS Gas Supply Services

- Any requests received from the Customer to discontinue service shall be complied with in accordance with applicable Commission guidelines and the requirements set forth in 52 Pa. Code, Sections 56.16(a) and 56.72.
 The Company will refer any such request for discontinuance to the Customer's NGS and coordinate with the NGS to make sure that all necessary Customer services, including final billing, are properly provided.
- 2) NGS exiting the system must notify the Company in writing not less than 90 days in advance. Should any NGS elect or be required to discontinue serving Customers on the Company's distribution system it shall a) relinquish any capacity assigned and/or allocated to it by the Company for the Customers it served; b) assign to the Company any new, replacement and/or alternate capacity it acquired to serve its Customers, if needed by the Company to serve said Customers; and c) maintain any financial security instrument(s) then existing in the Company's favor until it has satisfied any and all outstanding claims of the Company. The existing NGS shall also give written notice to all of its Customers.
- 3) Upon receipt of notice of the NGS's discontinuation of service, the Company will notify the Customer that it will provide commodity gas supply to the Customer as the supplier of last resort under the applicable bundled retail service Rate Schedule. The Customer will be charged for such supplier of last resort service effective as of the beginning of the next billing cycle after the expiration of the notice period
- 4) Subject to the Company's right to offset any amounts otherwise owed by the NGS to the Company, and following compliance by the NGS with all exit requirements, the Company will cash-out any gas supplies credited to the exiting NGS for its Customers which were not used by such Customers, as of the date the NGS ceases serving Customers on the Company's system, by paying the exiting NGS for such gas supplies at a price of eighty percent (80%) of the Company's Average Commodity Cost of Purchased Gas during the months of April through October. The NGS shall pay any costs incurred by Peoples TWP LLC as a result of the NGS's failure to provide sufficient advance notice of intent to exit.

W. Commission Rules and Regulations Applicable to NGS

The NGS and its Customers shall adhere to all applicable Commission policy statements, guidelines, rules and regulations, including but not limited to those related to standards for credit determination, security deposits, initiation and disconnection of service, disclosure of the terms of service, marketing, advertising and sales practices, and the privacy of Customer information. The NGS and its Customers shall also adhere to all provisions of this Tariff.

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RULES AND REGULATIONS (Continued)

X. Special Operating Conditions

1) Maintenance Alerts

a. A Maintenance Alert (MA) is an announcement issued at the discretion of the Company which pertains to actual or pending events related to various physical connections to the Company's system. It shall be communicated via Electronic Bulletin Board ("EBB"), fax, e-mail or telephone, at the Company's option, with as much advance notice as reasonably possible and shall describe the circumstances of the MA. The MA shall also identify the affected area(s) on the Company's system and may require specific action by an NGS or Customer which schedules its own gas supplies.

2) Operational Alerts

- a. An operational alert (OA) may be called by the Company during periods of projected increases or decreases in system demand for natural gas or during any other operating circumstances which may cause system stress or threaten the pipeline storage and/or transportation capacity needed to maintain the Company's operating system. NGS and Customers which schedule their own gas supplies are expected to respond to the Company within 2 hours after the declaration of an OA, informing the Company of their intended action. An OA may be used to avoid an operational flow order, but shall not be a prerequisite to the issuance of an operational flow order.
- b. The Company will communicate OAs via EBB, fax, e-mail, or telephone at its discretion, at least 24 hours in advance where possible. Every OA will include the following information:
 - i. Date of issuance and estimated duration
 - ii. Explanation of the reason(s) for the OA
 - iii. Description of requested action
- c. The Company shall maintain a record of every OA notice issued, and the names of every person given the OA notice. The Company shall notify affected parties via EBB, fax, e-mail or telephone once the condition which prompted the OA has been remedied.

3) Operational Flow Orders

- a. Upon declaration of an operational flow order (OFO), the Company will direct any or all NGS and Customers which schedule their own gas supplies to adjust daily scheduled volumes to specified levels. Generally, during peak design day conditions, this specified level will be equal to the maximum requirements set forth in the applicable Transportation Service Agreements. Should conditions be greater or less than peak design day conditions, the specified level of the OFO may be greater or less than the maximum contract volumes.
- b. The Company will communicate OFOs by EBB, telephone, fax, or e-mail at its discretion.
- c. If, after the declaration of an OFO, a difference exists between the specified levels of daily scheduled volumes required by an OFO and actual deliveries to the Company, the following penalties and charges will be assessed against any NGS or Customer who has failed to comply with the requirements of the OFO:
 - In the case where the difference constitutes an Under-Delivery, the higher of One Hundred (\$100.00) Dollars per Mcf on the difference or the Company's cost of acquiring gas to replace said difference;
 - ii. In the case where the difference constitutes an Over-Delivery, a penalty of One Hundred (\$100.00) Dollars per Mcf on the difference.
 - iii. The payment of all other charges incurred by the Company during the effective date or dates of the OFO that result from the NGS's or Customer's failure to comply with the OFO, including a proportionate share of any pipeline penalties that are incurred by the Company as a result of said failure to comply.

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RULES AND REGULATIONS (Continued)

Y. Nomination Procedures

- 1) Nomination of Gas Supplies Delivered on Interstate Pipelines
 - a. With respect to FT and FS capacity that is assigned to an NGS by the Company to serve Priority Customers, the NGS shall nominate gas volumes to the Interstate Delivery Point(s) on the subject interstate pipeline in accordance with the applicable rules of nomination of the affected interstate pipeline(s). Upon receipt of notice of such nomination, the Company will confirm or reject said nominations, as described below, and, if confirmed, nominate corresponding volumes to the Receipt Point(s) at an appropriate interstate pipeline interconnection with the Company's system.
 - b. With respect to all other interstate pipeline transportation service capacity that any Customer which schedules its own supplies may acquire or that an NGS may acquire and use to deliver gas supplies to the Company to serve its Customers, such Customer or NGS shall nominate the gas volumes to the Receipt Point(s) at an appropriate interstate pipeline interconnection with the Company's system.
 - c. Nominations must conform, in content and format, with the Company's specifications for local gas volume nominations, which shall include, at a minimum: the NGS or Customer's name; the requested daily local gas volume to be received at the applicable Receipt Points, and the name of the NGS or Customer's nominations contract.
 - d. Nominations shall be transmitted to the Company by the Company's EBB or other media as directed by the Company and shall be received by the Company by the dates and times specified by the Company. Subject to the limits of the Company's operating conditions and facilities, previously confirmed nominations and timely confirmation by interstate pipelines, the Company will either confirm, in whole or in part, or reject the nomination. Confirmed nominations will be posted on the Company's EBB or made available on other media at the Company's discretion.
 - f. Confirmed nominations will become effective on the date specified in the nomination.
- 2) Nomination of Local Gas Supplies
 - a. 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 two days) by the NGS or Local Gas Aggregator and confirmed by the Company. The confirmed volumes will be used for reconciling local gas nominations and actual production.
 - b. 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.
 - c. Confirmed GPP nominations will be credited to 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 are known, any discrepancies between actual and GPP nominations volumes will be reconciled, in the first full calendar month following the determination of actual local gas aggregation volumes (the "Adjustment Month").
 - All local gas volumes received for the NGS's or Customer's account at Receipt Points on the Company's system, as specified in the applicable Transportation Service Agreement, shall be nominated by the NGS or the Customer to the Company by the Company's EBB or other media as the Company directs by the dates and times specified by the Company.
 - d. 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.
- (C) Indicates Change.

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RULES AND REGULATIONS (Continued)

e.	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.	(C
f.	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.	(C
	baseloaded proportionately with regard to the number of days in the month.	
(C)	Indicates Change.	

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RULES AND REGULATIONS (Continued)

- 3) Nomination of Transferred Volumes on the Company's System
 - A NGS may nominate gas to another NGS that balances on the same basis during the month. A LGA pool
 may nominate gas to another LGA pool. These transfers are considered pool-to-pool transfers.
 - b. A NGS operating a Non-Priority One Pool may nominate gas to another NGS of the same type during the four day trade period provided by the Company. This transfer is considered an imbalance trade. (This provision is terminated effective 3/31/17.)
 - c. The NGS or LGA pool must nominate on the Company's EBB, or on other media as directed by the Company, the volumes to be transferred on the Company's system. Said nomination shall include, at minimum, the NGS's or Customer's name, the volume of gas to be transported, the Receipt Point for such volume on the Company's system and the Delivery Point on the Company's system.
 - d. Such nominations shall be made by the dates and times specified by the Company and must conform, in content and format, with the Company's specifications for pool-to-pool volume nominations.
 - e. Subject to the limits of the Company's operating conditions and facilities, and the reasonableness of the NGS nomination, as determined solely by the Company, the Company will either confirm, in whole or in part, or reject the nomination. Confirmed gas volumes to be transferred will be posted on the Company's EBB or made available on other media at the Company's discretion.

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Z. Gas Day

1) The Gas Day shall begin and end at 10:00 a.m. Eastern Standard Time or Daylight Savings Time, as applicable.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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RULES AND REGULATIONS (Continued)

AA. Standards of Conduct

- 1) The following Standards of Conduct shall be applicable:
 - a. The Company will apply its Tariff in a nondiscriminatory manner to both affiliated and nonaffiliated NGS.
 - b. The Company will not apply a Tariff provision in any manner that would give its affiliated NGS an unreasonable preference over any other NGS with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, non-delivery, or any other services provided to NGS operating on the Company's system.
 - Mandatory Tariff provisions will not be waived by the Company for any NGS without prior approval of the Commission.
 - d. If a Tariff provision is not mandatory or provides for waivers, the Company will grant waivers, when appropriate, without preference to either affiliated or non-affiliated NGS.
 - e. The Company will 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 will be open for public inspection during normal business hours.
 - f. The Company will process requests for transportation services promptly and in a nondiscriminatory fashion. It will maintain a chronological log showing the processing of requests for transportation services. The chronological log will be open for public inspection during normal business hours.
 - g. If the Company provides a transportation service discount, fee waiver or rebate to some Customers, or to the Customers of an affiliated NGS, the Company will offer the same discount, fee waiver or rebate to other similarly situated Customers. Offers will not be tied to any unrelated service, incentive or offer on behalf of either the Company or an affiliated NGS. A chronological log will be maintained showing the date, party, time and rationale for any such action taken by the Company. The chronological log will be open for public inspection during normal business hours.
 - h. Subject to Customer privacy or confidentiality constraints, the Company will 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 will contemporaneously provide the same information to other similarly situated NGS 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 will be maintained showing the date, time and rationale for the disclosure. The chronological log will be open for public inspection during normal business hours.
 - The Company will justly and reasonably allocate to its affiliated NGS the costs of or expenses related to any general administration or support services that the Company provides to its affiliated NGS.
 - j. The Company will 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 an affiliated NGS.
 - k. The Company will not give its affiliated NGS preference over a non-affiliated NGS in the provision of services, including the processing of requests for information, complaints and responses to service interruptions. The Company will provide comparable treatment in its provision of such services without regard to a Customer's choice of NGS.
 - I. The Company and its affiliated NGS will maintain separate books and records. Further, transactions between the Company and its affiliated NGS will not involve cross-subsidies. Any shared facilities will be fully and transparently allocated between the Company function and the affiliated NGS function. The Company accounts and records will be maintained such that the costs incurred on behalf of an affiliated NGS can be clearly identified.

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RULES AND REGULATIONS (Continued)

- m. Company employees who have responsibility for operating the distribution system, including natural gas delivery, billing and metering, will not be shared with an affiliated NGS, and their offices will be physically separated from the office(s) used by those working for the affiliated NGS. Such employees may transfer to an affiliated NGS provided that such transfer is not used as a means to circumvent these standards.
- n. Neither the Company nor its affiliated NGS will directly or by implication, falsely and unfairly represent to any Customer, NGS or third party that an advantage may accrue to any party through use of the Company's affiliates or subsidiary, such as:
 - That the regulated services provided by the Company are of a superior quality when services are also purchased from an affiliated NGS;
 - That any services are being provided by the Company when they are in fact being provided by an affiliated NGS:
 - That the natural gas purchased from a non-affiliated NGS may not be reliably delivered;
 - That natural gas must be purchased from an affiliated NGS to receive Commission regulated services.
- o. When an affiliated NGS markets or communicates to the public using the Company name or logo, it shall include a legible disclaimer that states:
 - That the affiliated NGS is not the Company;
 - That the prices of the affiliated NGS are not regulated by the Commission; and
 - That a Customer does not have to buy natural gas or other products from the affiliated NGS in order to receive the same quality of service from the Company.

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

- p. Except in competitive bid situations, the Company will not (a) jointly market or jointly package its Commission regulated services with the services of an affiliated NGS or (b) offer or provide to an affiliated NGS products or services, including bill inserts in its bills promoting an affiliated NGS service or a link from the Company's web-site, unless the Company offers or provides the product or service to nonaffiliated NGS as well on the same terms and conditions.
- q. The Company will not offer or sell natural gas commodity or capacity to an affiliated NGS without simultaneously making the offer available to the market as well. The Company will maintain a chronological log of these pubic disseminations of such offers. The chronological log will be open for public inspection during normal business hours.
- r. The Company will establish and file with the Commission a complaint procedure for dealing with any alleged violations of these standards, with the exception of those described in subparagraph i, which are exclusively under the purview of the Commission.
- s. The Company will keep a chronological log of any complaints, except for complaints pertaining to subparagraph i, regarding discriminatory treatment of NGS. This chronological log will include the date and nature of the complaint and the resolution of the complaint. The chronological log will be open for inspection during normal business hours.

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RULES AND REGULATIONS (Continued)

- t. Dispute Resolution Procedures: In addition to the procedure set forth in subparagraph r., above:
 - In the event of any dispute between the Company and/or an affiliated NGS, and a non-affiliated NGS alleging a violation of any of these standards, the non-affiliated NGS must provide the Company and/or affiliated NGS, 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 the Company's and/or affiliated 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 the Company's and/or the affiliated NGS's receipt of the Notice of Dispute, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. Any party may request mediation prior to that time if it appears that the informal resolution process 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.
 - Any party alleging a violation of these standards may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof with regard to the allegations and may seek penalties for such violations pursuant to 66 Pa. C.S. § 3301.
- 2) Natural gas supply service, any ancillary capacity release, and off-system sales, if any, that are provided by the Company pursuant to its Tariff shall not be subject to the foregoing Standards of Conduct.
- 3) Nothing contained in this Rule shall preclude the Company from seeking an exception to these Standards from the Commission, if warranted by the applicable facts and circumstances.

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19. NATURAL GAS SUPPLIER RULES FOR SERVICE TO PRIORITY CUSTOMERS

A.. Procedures for Renewing and Acquiring FT and FS Capacity

The Company will comply with the following procedures when its Firm Transportation (FT) and/or Firm Storage (FS) capacity contracts expire and must be renewed or replaced, or when evaluating new transportation or storage service options that it has determined to be necessary to satisfy Customer demand requirements on the Company's system.

- 1) Procedure for Determining Replacement Capacity
 - a. For transportation or storage service capacity needed by the Company to satisfy system demand requirements, no less than six (6) months prior to the date by which the Company must notify an interstate pipeline of its intent to renew such a capacity contract or to enter into a new contract which will serve this purpose, the Company will issue a notice to all NGS authorized to operate on the Company's system of the opportunity to provide replacement capacity for such upcoming terminable capacity.
 - b. The RFP will describe the level of capacity needs in the specific areas of the Company's system and/or at particular Receipt Points into the Company's system and note that such capacity must be both available at a cost which is competitive with and comparable to the expiring capacity and assignable to the Company to the extent an NGS no longer serves Customers on the Company's system.
 - c. Any NGS interested in providing replacement capacity must provide a binding response to the RFP within thirty (30) days of its issue date (5 months prior to the notice date on the contract.) Such response shall include a statement of intent to provide replacement capacity, an identification of the capacity proposed as replacement, and an affirmation and a description of how such capacity meets all of the conditions specified in the RFP.
 - d. Within 60 days of issuing the RFP, (4 months prior to the notice date on the contract) the Company shall notify any NGS that has responded to the RFP with offers of replacement capacity, of the Company's decision as to the acceptance or rejection of such offers. Before becoming final, any such replacement capacity must be approved by the Commission.
 - e. Accepted offers of replacement capacity shall be submitted to the Commission by the Company for approval as soon as practicable after such acceptance. The Company reserves the right to provide evidence or statements to the Commission concerning the viability of such proposed replacement capacity. Upon receipt of Commission approval, the Company shall provide notice to the interstate pipeline of termination of the transportation or storage capacity contract which is being replaced. To the extent such replacement capacity is <u>not</u> approved by the Commission, the Company will renew the existing capacity contract.

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RULES AND REGULATIONS (Continued)

2) Replacement Contract Expiration

- a. Six (6) months before any applicable notice dates to terminate replacement capacity approved by the Commission and provided by the NGS under the process described above, the NGS must demonstrate to the Company that it has obtained or has a binding agreement to renew or obtain capacity which continues to meet the Company's requirements established for such capacity. If such NGS has not demonstrated to the Company's satisfaction that it has or will obtain capacity satisfying the Company's operational requirements, then the NGS must renew the original replacement capacity.
- 3) Company Contracts for New or Renewed Capacity
 - a. In the event the Company does not receive sufficient or acceptable commitments for replacement or new capacity which satisfies the capacity requirements of an RFP, the Company shall negotiate and contract for the necessary capacity to meet the Customer demand on its system. The Company shall submit such proposed new or renewed capacity to the Commission for approval. Upon receipt of Commission approval, such capacity so acquired or renewed shall qualify for mandatory assignment and/or full cost recovery.

B. Priority One Pooling Service

- 1) Assignment of Capacity & Pennsylvania Produced Supplies
 - a. Pool Operators who take service under this rate schedule must take an assignment of a pro-rata or other agreed upon share of the interstate pipeline and storage capacity ("assigned capacity") that would otherwise be utilized by the Company to meet the Customer's commodity service requirements.
 - b. 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.
 - Capacity assignment requirements shall be subject to review in the Company's annual Section 1307(f) proceeding.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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RULES AND REGULATIONS (Continued)

- d. 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 to the NGS as agent for the Customers of the pool. The assignment shall be structured at a monthly weighted average purchase cost of the assigned Pennsylvania-produced supplies. 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 the Customer expires, or as otherwise provided in this Rule.
- e. Assigned Pennsylvania-produced supplies shall be recallable by the Company if the Customer on whose behalf the capacity has been assigned is no longer served by the NGS or the NGS has failed to comply with terms and conditions as set forth by the Company.
- f. NGS will be assigned a pro-rata share of the Company's upstream pipeline firm transportation capacity and a pro-rata share of the Company's upstream pipeline storage capacity that would otherwise be utilized by the Company to serve the Customers in the NGS's pool. The assignment shall be structured as a no cost release to the NGS.
- g. A storage gas transfer between the Company and the Priority One NGS may be required by the Company depending on the timing of Customers entering or exiting the NGS's Priority One pool.
- h. The storage gas transfer price shall be based on a pro-rata share of the Company's current storage inventory and the Company's estimated commodity cost of storage gas for the year.
- i. The NGS must comply with all upstream pipeline requirements to become an eligible shipper on the upstream pipeline system.
- j. The upstream pipeline and storage transportation capacity released shall be recallable by the Company if the Customer on whose behalf the capacity has been assigned is no longer served by the NGS or the NGS has failed to comply with terms and conditions set forth in this Rule. The Company will calculate the design peak day, base load, peak demand period, and annual gas requirements for all Customers who enroll in the Customer Choice Program and are served by NGS and such requirements will be aggregated for each Customer Pool.

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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RULES AND REGULATIONS (Continued)

2) Receipt and Delivery Points

- a. NGS or their Customers receiving service under the Company's Priority One Pooling Service will be assigned Receipt Points and Delivery Points on the interstate pipelines on which they have been assigned FT and allocated FS capacity.
- b. Receipt Points for any Supplemental Gas Supply delivered to the Company by an NGS or Customer will be approved by the Company and described in the applicable Transportation Service Agreement.
- 3) Scheduling of Receipts and Deliveries
 - For purposes of scheduling receipts and deliveries of gas on the Company's system, NGS serving Priority Customers shall function as Pool Operators and comply with Rule No. 18 of this Tariff.
 - b. All Transportation Volumes received for the NGS's account at upstream pipeline transportation receipt points shall be nominated to the Company in advance according to the procedures provided in Rule 18.Y. Nominations shall distinguish among the following volumes delivered into the NGS's account: (1) upstream pipeline transportation and storage capacity assigned to the NGS by the Company and (2) all other upstream pipeline transportation and storage volumes.
 - c. All assigned Pennsylvania-produced supplies received for the NGS's account at production receipt points shall be nominated to the Company in advance according to the procedures outlined in Rule 18.Y.
 - d. The NGS must acquire an adequate supply of natural gas of a quality acceptable to the Company, including any allowances for any retention required by the applicable interstate pipeline systems and the Company. The NGS shall use its assigned FT capacity to deliver such gas supply to the Receipt Points and Delivery Points specified by the Company. The NGS must also arrange for the delivery of any Supplemental Gas Supply.

4) Nominations

- a. NGS shall be subject to the nomination provisions set forth in Rule No. 18.Y. of this Tariff.
- 5) Balancing and Reconciliation
 - NGS shall be subject to the balancing and reconciliation provisions set forth in Rule No. 18.M. of this
 Tariff

SUPPLEMENT NO 32 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 68 CANCELING ORIGINAL PAGE NO. 68

RULES AND REGULATIONS (Continued)

20. NATURAL GAS SUPPLIER RULES FOR SERVICE TO NON-PRIORITY CUSTOMERS

- A. Non-Priority One Transportation Service
 - 1) Capacity and Supply Considerations
 - a. NGS serving Customers under the Company's Non-Priority One Pooling Service will not be allocated or assigned any interstate pipeline capacity. The NGS will be required to provide its own capacity on the interstate pipelines to deliver gas supplies to the Company or purchase local Pennsylvania gas supplies that are accessible to the Company's pipeline system. To the extent that an NGS serves any Customer which is normally supplied by the Company with Pennsylvania gas ("Pa. Supply Customers"), and taking into account the Company's overall gas supply needs and relevant contractual considerations, the Company will evaluate whether it is feasible and appropriate to assign or release Pennsylvania gas supplies to NGS and/or release Pennsylvania gas producers from their contracts to permit NGS to attempt to purchase gas from the producers. If a Pennsylvania gas producer has one or more gas purchase agreements dedicated to the Company's system supply ("Supply Contracts") and intends to provide natural gas to a Pa. Supply Customer of the Company as an NGS, or to an NGS which will, in turn, supply such Customer, then the Company shall assign or release to such producer or NGS that producer's Supply Contracts sufficient to serve such Customer if all relevant contractual issues can be satisfactorily resolved.
 - b. If the Non-Priority One NGS supplies Priority One Customers with a total annual consumption greater than 30,000 Mcf, then the Non-Priority One NGS 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 the Priority One Customers to an amount less than 30,000 Mcf.
 - 2) Receipt and Delivery Points
 - a. The Company shall determine acceptable Receipt Points on the Company's pipeline system in conjunction with the physical or operational constraints of the system.
 - b. If the Receipt Point is an interstate pipeline interconnection, the Company will approve the receipt point only if there is sufficient capacity that is physically available and unused. Available and unused capacity at interstate pipeline interconnections will be apportioned on a pro-rata basis. Physical capacity for deliveries on behalf of Priority Customers using the Company's released or assigned FT and allocated FS capacity under the Customer Choice Program or receiving bundled retail tariff service from the Company will have the first priority of all gas delivered to an interstate pipeline interconnection with the Company's system.
 - c. Assignment of available Receipt Points on the Company's system to receive delivery of local Pennsylvania gas supplies will be made by gas purchase meter on a first-come, first-served basis.
 - 3) Nominations
 - a. NGS shall be subject to the nomination provisions set forth in Rule No. 18.Y. of this Tariff.
 - 4) Balancing and Reconciliation
 - a. Balancing and Reconciliation will be done monthly in accordance with Rule No. 18.M. of this Tariff.

(C)

ISSUED: June 21, 2016 EFFECTIVE: August 20, 2016

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RULES AND REGULATIONS (Continued)

B. Miscellaneous

1) In addition to the terms and conditions of this Rule No. 20 and all applicable Transportation Service Agreements, NGS serving Non-Priority Customers shall be subject to the requirements of 52 PA Code, Section 62.111 and to Rule No. 18. of this Tariff; provided, however, that the Company reserves the right to reduce the creditworthiness and security requirements with regard to any NGS which is serving only Non-Priority Customers.

This Rule will be available to Non-Priority Customers, which procure their own gas supply without the use of an NGS. Any such Customer will be deemed an NGS for purposes of this Rule.

SUPPLEMENT NO. 2 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 70 CANCELING ORIGINAL PAGE NO. 70

RULES AND REGULATIONS (Continued)

21. UNIVERSAL SERVICE PROGRAMS FOR LOW-INCOME RESIDENTIAL PRIORITY CUSTOMERS

The Company's Universal Service Programs include the Customer Assistance Referrals and Evaluation Services ("CARES") program, the Dollar Energy Fund program, the Low Income Home Energy Assistance Program ("LIHEAP"), and the Customer Assistance Program ("CAP"). The Company's energy conservation and related services are provided by means of its Wise Choice Low Income Usage Reduction ("Wise Choice") program. A thorough description of the Company's current Universal Service and Energy Conservation Plan (the "Plan") is on file with the Commission. A copy of said Plan is available from the Company upon request.

A. <u>Customer Assistance Referrals and Evaluation Services</u>

The Company's CARES program was developed as part of the Company's continuing effort to organize and offer assistance to its Customers. The CARES program is designed to give personalized assistance to Customers through counseling and referral services provided by trained Customer Service Representatives employed by the Company and supported by a CARES Representative provided by an outside vendor. CARES is also intended to help maximize participation by eligible Customers in available assistance programs, including the LIHEAP (Cash and Crisis), Dollar Energy Fund, Wise Choice, and CAP programs.

B. Wise Choice Low Income Usage Reduction Program

The Company's Wise Choice program is a weatherization and conservation education program which targets low-income, high usage, payment troubled Customers in accordance with Commission regulations at 52 PA Code §58.1 – §58.18. The primary role of Wise Choice is to weatherize homes occupied by income disadvantaged Customers that use large volumes of gas and to educate such Customers in ways to conserve energy and reduce their energy bills. The secondary goal is to reduce the amount of uncollectible residential accounts.

- A thorough description of the Wise Choice program operation including the participation guidelines is contained in the Company's Universal Service and Energy Conservation Plan currently in effect and on file with the Commission.
- 2) The annual expenditure of the Wise Choice program is \$255,000, of which 15% (fifteen percent) can be applied to administrative services.

C. Customer Assistance Program ("CAP")

The Company's CAP is a low-income assistance program designed to help eligible residential Customers pay their gas bills. Three different levels or tiers of assistance are available to eligible Customers, based on their annual household income. CAP assistance is provided by requiring eligible residential Customers to make payments under a percentage of income plan. The Company will retire one thirty-sixth (1/36) of a Customer's existing arrearage balance for every on-time monthly payment made by the Customer. In addition, the Customer will be required to make an additional five dollar (\$5.00) per month payment if the Customer has an arrearage until the arrearage is paid in full. The Company will require a minimum monthly payment of twenty five (\$25.00) per month. Note that because a portion of the CAP benefit is an arrearage reduction component, eligible low-income Customers with an account arrearage of at least \$200 will be preferred, but a Customer is not required to have an arrearage to qualify for participation in the CAP program. No security deposits will be required of new, reconnected or reinstated CAP customers.

ISSUED: December 31, 2013 EFFECTIVE: January 1, 2014

SUPPLEMENT NO. 88 TO TARIFF GAS – PA PUC NO. 8 THIRD REVISED PAGE NO. 71 CANCELING SECOND REVISED PAGE NO. 71

(C), (D)

(C), (D)

RULES AND REGULATIONS (Continued)

a. Tier 1: Residential Customers with Annual Income at or Below 50% of Federal Poverty Level

Residential Customers with an annual income at or below fifty percent (50%) of the Federal Poverty Level will qualify for assistance as follows:

- A reduction in their bill for current usage in the form of required payments equivalent to four percent (4%) of their Household income, as set forth in Rate Schedule RUS – Residential Universal Service.
- i. Eligible Customers will enter the program for a 36-month term, obtaining forgiveness for their outstanding arrearages by an amount equal to one thirty-sixth (1/36) of a customer's existing arrearage balance for every on-time monthly payment made by the customer. The customer will also be required to make an additional five dollar (\$5.00) per month payment until the arrearage is paid in full.
- iii. As noted above, Customers with outstanding arrearages will be preferred, but an arrearage is not a precondition to CAP program participation.
- iv. Low Income Heating Assistance Program (LIHEAP) benefits will be applied in accordance with the process approved by the Pennsylvania Department of Public Welfare. Dollar Energy and other assistance grants will also be used to offset the remainder of the participating Customer's bill.
- b. Tier 2: Residential Customers with Annual Income Between 51% and 100% of Federal Poverty Level Residential Customers with an annual income more than fifty percent (50%) and up to and including one hundred percent (100%) of the Federal Poverty Level will qualify for assistance described below.
 - i. A reduction in their bill for current usage in the form of required payments equivalent to five percent (5%) of their Household income, as set forth in Rate Schedule RUS Residential Universal Service.
 - ii. Eligible Customers will enter the program for a 36-month term, obtaining forgiveness for their outstanding arrearages by an amount equal to one thirty-sixth (1/36) of a customer's existing arrearage balance for every on-time monthly payment made by the customer. The customer will also be required to make an additional five dollar (\$5.00) per month payment until the arrearage is paid in full
 - iii. As noted above, Customers with outstanding arrearages will be preferred, but an arrearage is not a precondition to CAP program participation.
 - iv. Low Income Heating Assistance Program (LIHEAP) benefits will be applied in accordance with the process approved by the Pennsylvania Department of Public Welfare. Dollar Energy and other assistance grants will also be used to offset the remainder of the participating Customer's bill.
- (C) Indicates Change.
- (D) Indicates Decrease

SUPPLEMENT NO. 88 TO TARIFF GAS – PA PUC NO. 8 THIRD REVISED PAGE NO. 72 CANCELING SECOND REVISED PAGE NO. 72

RULES AND REGULATIONS (Continued)

Tier 3: Residential Customers with Annual Income from 101% to 150% of Federal Poverty Level

Residential Customers with an annual income of more than one hundred percent (100%) and up to and including one hundred fifty percent (150%) of the Federal Poverty Level will qualify for a program of assistance as follows:

- i. A reduction in their bill for current usage in the form of required payments equivalent to six percent (C),(D) (6%) of their Household income, as set forth in Rate Schedule RUS Residential Universal Service.
- ii. Eligible Customers will enter the program for a 36-month term, obtaining forgiveness for their outstanding arrearages by an amount equal to one thirty-sixth (1/36) of a customer's existing arrearage balance for every on-time monthly payment made by the customer. The customer will also be required to make an additional five dollar (\$5.00) per month payment until the arrearage is paid in full
- iii. As noted above, Customers with outstanding arrearages will be preferred, but an arrearage is not a precondition to CAP program participation.
- iv. Low Income Heating Assistance Program (LIHEAP) benefits will be applied in accordance with the process approved by the Pennsylvania Department of Public Welfare. Dollar Energy and other assistance grants will also be used to offset the remainder of the participating Customer's bill.
- 2) The Company's collections treatment of non-payment by CAP program participants shall conform to the requirements of all applicable Commission regulations and statutory requirements.

22. CHANGES OF RULES AND REGULATIONS

The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other Rules and Regulations as experience may suggest or the Company may deem necessary or convenient in the conduct of its business; provided, however, that such modifications, alterations or amendments shall not become effective unless and until included in this Tariff.

- (C) Indicates Change.
- (D) Indicates Decrease

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ORIGINAL PAGE NO. 73

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SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 75 CANCELING THIRD REVISED PAGE NO. 75

(C)

RATE SCHEDULES RS/RS-T - RESIDENTIAL SALES AND TRANSPORTATION SERVICES

RETAIL SERVICE

AVAILABILITY - Available in the entire territory served to any Residential Customer.

RATES – Customer Service Charge: \$15.75 per billing period

Volumetric Delivery Rate: See Tariff Page Nos. 12

Base Cost of Gas – is comprised of the following components (i) the Demand Charge Costs associated with the Company's purchase of firm transportation and firm storage services; (ii) the Commodity Gas Supply Costs (the sum of (i) and (ii) being the 'C' Factor) and (iii) the experienced net overcollection or undercollection of all purchased gas costs (or 'E' Factor), for the period established by the Commission. The currently effective Base Cost of Gas per Mcf is shown on Tariff Page No. 12.

* Rider DSIC additionally applies to the Customer Service Charge listed above.

TRANSPORTATION SERVICE

<u>AVAILABILITY</u> – Available in the entire territory served to any Residential Customer. The gas supply for each Customer must enter the Company's system at a city gate(s) currently used by the Company to serve the Customer unless otherwise permitted by the Company.

CHARACTER OF SERVICE - Transportation under this Rate Schedule shall be considered firm service.

RATES – Customer Service Charge: \$15.75 per billing period

Volumetric Delivery Rate: See Tariff Page No. 13

Balancing Service Fee - The currently effective Balancing Fee per Mcf is shown on Tariff Page No. 13.

Retainage Charge - The currently effective Retainage Charge is shown on Tariff Page No. 13.

*Rider DSIC additionally applies to the Customer Service Charge listed above.

MINIMUM CHARGE - The minimum bill per billing period shall be the Customer Service Charge noted above.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within twenty (20) days from date of mailing, a finance charge of 1.25 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, Rider TCS - Transition Costs Surcharge, Rider USP-Universal Service Program, Rider MFC – Merchant Function Charge, Rider GPC – Gas Procurement Charge, Rider ARC – Acquisition Rate Credit and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the gas service under this Rate Schedule.

(C) Indicates Change

SUPPLEMENT NO. 88 TO TARIFF GAS – PA PUC NO. 8 EIGHTH REVISED PAGE NO. 76 CANCELING SEVENTH REVISED PAGE NO. 76

RATE SCHEDULE CUSTOMER ASSISTANCE PROGRAM - CAP

APPLICABILITY – Available to any qualified Residential Customer with annual income at or below one hundred-fifty percent (150%) of the Federal Poverty Level pursuant to Rule No. 21 who uses natural gas as their main heating source. Please refer to the Peoples TWP Universal Service Plan on file with the PUC, and posted on the company website, for a full description of the CAP program terms and conditions.

<u>RATES</u> – The Company will require customers to make payments under a percentage of income plan as set forth below. A minimum monthly payment amount of twenty-five dollars (\$25.00) is required

Tier 1 (0-50% of Federal Poverty Levels) – 4% of Household income (D)

Tier 2 (51-100% of Federal Poverty Levels) – 5% of Household income (D)

Tier 3 (101-150% of Federal Poverty Levels) – 6% of Household income (D)

In addition to the payments listed above CAP customers with an existing arrearage will be required to make a five dollar (\$5.00) per month payment against the existing arrearage until the arrearage is paid in full.

SECURITY DEPOSITS - CAP customers will not be charged security deposits.

LATE PAYMENT CHARGES - CAP customers will not be charged late payment charges.

DEFAULT PROVISIONS -

Provision for Customers' Nonpayment of CAP Budget Payments

A CAP Customer shall be considered in default after two consecutive missed CAP payments. The customer will remain in the CAP program but will be eligible for termination of service in compliance with provisions of this tariff and all laws and regulations regarding termination of service. The termination notice will reflect all missed CAP payments.

To avoid termination, a CAP Customer who has received a termination notice shall remit a catch-up payment as set forth in the termination notice prior to the scheduled termination date.

Provisions for Customers Requesting Removal from CAP (C)

A Customer requesting removal from CAP must acknowledge that the Company will not re-enroll them into CAP within one year after the time of requested removal.

RE-CONNECT PROCEDURES - (C)

Re-Connect Procedures

If a Customer's gas service was terminated due to non-payment, the Customer may be required to remit all missed CAP payments.

<u>ARREARAGE FORGIVENESS</u> – The Company will retire one thirty-sixth (1/36) of a Customer's arrearage balance for every monthly payment made by the Customer.

- (C) Indicates Change.
- (D) Indicates Decrease.

APPENDIX C - Peoples Gas Tariff No. 8 - effective October 1, 2023

PEOPLES GAS COMPANY LLC

SUPPLEMENT NO. 88 TO TARIFF GAS – PA PUC NO. 8 EIGHTH REVISED PAGE NO. 77 CANCELING SEVENTH REVISED PAGE NO. 77

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. **(C)**

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 USPF.

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 b0e applied during participation in the E-CAP program.

(C) Indicates Change.

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 78 CANCELING THIRD REVISED PAGE NO. 78

(C)

RATE SCHEDULE SGS - SMALL GENERAL SERVICE

<u>AVAILABILITY</u> – Available in the entire territory served to any commercial or industrial Customer using less than 1,000 Mcf annually.

RATES - Customer Service Charges: \$35.00 per billing period applicable to Customers with

annual throughput of less than 500 Mcf

\$65.00 per billing period applicable to Customers with

annual throughput of 500 Mcf to 999 Mcf

Volumetric Delivery Rate: See Tariff Page No.

12

Base Cost of Gas – is comprised of the following components (i) the Demand Charge Costs associated with the Company's purchase of firm transportation and firm storage services; (ii) the Commodity Gas Supply Costs (the sum of (i) and (ii) being the 'C' Factor) and (iii) the experienced net overcollection or undercollection of all purchased gas costs (or 'E' Factor), for the period established by the Commission. The currently effective Base Cost of Gas per Mcf is shown on Tariff Page No. 12.

*Rider DSIC additionally applies to the Customer Service Charge listed above.

MINIMUM CHARGE - The minimum bill per billing period shall be the applicable Customer Service Charge noted above.

<u>CUSTOMER SERVICE CHARGE DETERMINATION</u> – The Customer Service Charge will be determined based upon the Customer's actual throughput volumes, including purchases and transportation during the most recent calendar year. If a Customer does not have sufficient consumption history to determine its Customer Service charge based on a calendar year, the Customer Service Charge will be developed by annualizing the consumption history available. In the instance where a Customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirements. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A Customer's Customer Service Charge will remain constant annually, subject to change January 1 of each year. The Company reserves the right, at its discretion, to waive or reduce the otherwise applicable Customer Service Charge in circumstances where a single Customer requires multiple meters.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within fifteen (15) days from the date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, Rider TCS - Transition Costs Surcharge, Rider GPC – Gas Procurement Charge, Rider MFC - Merchant Function Charge, Rider GPC – Gas Procurement Charge, Rider ARC – Acquisition Rate Credit and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the gas service under this Rate Schedule.

(C) Indicates Change

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 79 CANCELING THIRD REVISED PAGE NO. 79

(C)

RATE SCHEDULE MGS – MEDIUM GENERAL SERVICE

<u>AVAILABILITY</u> – Available in the entire territory served to any commercial or industrial Customer with a minimum annual usage of at least 1,000 Mcf but less than 25,000 Mcf.

<u>RATES</u> – **Customer Service Charges:** \$75.00 per billing period applicable to Customers

with annual throughput of 1,00 Mcf

to 2,499 Mcf

\$175.00 per billing period applicable to Customers with

annual throughput of 2,500 Mcf to 24,999 Mcf

Volumetric Delivery Rate: See Tariff Page No. 12

Base Cost of Gas – is comprised of the following components (i) the Demand Charge Costs associated with the Company's purchase of firm transportation and firm storage services; (ii) the Commodity Gas Supply Costs (the sum of (i) and (ii) being the 'C' Factor) and (iii) the experienced net overcollection or undercollection of all purchased gas costs (or 'E' Factor), for the period established by the Commission. The currently effective Base Cost of Gas per Mcf is shown on Tariff Page No. 12.

*Rider DSIC additionally applies to the Customer Service Charge listed above.

MINIMUM CHARGE - The minimum bill per billing period shall be the applicable Customer Service Charge noted above.

<u>CUSTOMER SERVICE CHARGE DETERMINATION</u> – The Customer Service Charge will be determined based upon the Customer's actual throughput volumes, including purchases and transportation during the most recent calendar year. If a Customer does not have sufficient consumption history to determine its Customer Service charge based on a calendar year, the Customer Service Charge will be developed by annualizing the consumption history available. In the instance where a Customer has no consumption history, the Company will request the Customer to submit estimated annual gas requirements. The Company in all cases retains the right to review and modify the Customer's estimate where necessary. A Customer's Customer Service Charge will remain constant annually, subject to change January 1 of each year. The Company reserves the right, at its discretion, to waive or reduce the otherwise applicable Customer Service Charge in circumstances where a single Customer requires multiple meters.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within fifteen (15) days from the date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, Rider G – Gas Procurement Charge, Rider TCS - Transition Costs Surcharge, Rider GPC – Gas Procurement Charge and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the gas service under this Rate Schedule.

(C) Indicates Change

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 THIRD REVISED PAGE NO. 80 CANCELING SECOND REVISED PAGE NO. 80

RATE SCHEDULE LGS – LARGE GENERAL SERVICE

AVAILABILITY - Available in the entire territory served to any eligible Customer that consumes more than 25,000 Mcf.

<u>RATES</u> – **Customer Service Charge:** \$800.00 per billing period applicable to Customers with annual throughput of 25,000 to 49,999 Mcf.

\$1,500.00 per billing period applicable to Customers with annual throughput of 50,000 to 99,999 Mcf.

\$5,000.00 per billing period applicable to Customers with annual throughput of 100,000 to 199,999 Mcf.

\$7,500.00 per billing period applicable to Customers with annual throughput over 200,000 Mcf.

Volumetric Delivery Rate: See Tariff Page No. 12

Base Cost of Gas – is comprised of the following components (i) the Demand Charge Costs associated with the Company's purchase of firm transportation and firm storage services; (ii) the Commodity Gas Supply Costs (the sum of (i) and (ii) being the 'C' Factor) and (iii) the experienced net overcollection or undercollection of all purchased gas costs (or 'E' Factor), for the period established by the Commission. The currently effective Base Cost of Gas per Mcf is shown on Tariff Page No. 12.

*Rider DSIC additionally applies to the Customer Service Charge listed above.

<u>MINIMUM CHARGE</u> – The minimum bill per billing period shall consist of the Customer Service Charge for such billing period and the other applicable charges for the minimum monthly volume noted above.

OFF PEAK SERVICE – Applicable where the Company has gas available for load balancing purposes and where the Customer agrees to take, or pay for if not taken, no less than 10,000 Mcf at any one delivery point during each of the months of May through September, inclusive. The sum of the Base Cost of Gas and the Volumetric Delivery Rate shall be applicable for all gas delivered and for all gas not taken and required to be paid for, and such Customer will also be required to pay the monthly Customer Service Charge set forth above. Accordingly, with respect to Off-Peak Service, the Minimum Charge provision set forth above shall not apply. The volumes to be made available, if any, for retail gas service in other months shall be determined by the Company.

<u>CONTRACT TERMS AND CONDITIONS</u> – Any Customer electing to take gas service under this Rate Schedule shall do so by written contract providing for an initial minimum contract term of at least one (1) year and permitting termination after the agreed upon initial contract term by either party only after twelve (12) months' prior written notice to the other party. Such contract may also contain other terms and conditions as may be agreed upon by the parties.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within fifteen (15) days from date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, , Rider GPC – Gas Procurement Charge, Rider TCS - Transition Costs Surcharge, Rider GPC – (C) Gas Procurement Charge and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the gas service under this Rate Schedule.

<u>SPECIAL PROVISION</u> – Customers with an annual usage of 600,000 Mcf or more and which, absent this service would acquire, or has acquired, an alternative fuel source shall have a negotiated delivery rate on an individual contract basis not to exceed the Volumetric Delivery Rate under this Rate Schedule LGS – Large General Service.

(C) Indicates Change

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 81 CANCELING THIRD REVISED PAGE NO. 81

(C)

RATE SCHEDULE SGS-T - SMALL GENERAL SERVICE TRANSPORTATION SERVICE

AVAILABILITY — Available in the entire territory served to any commercial or industrial Customer or group of such Customers in a Customer Pool that has a maximum annual usage less than 1,000 Mcf. The gas supply for each Customer must enter the Company's system at a city gate(s) currently used by the Company to serve the Customers unless otherwise permitted by the Company.

CHARACTER OF SERVICE - Transportation under this Rate Schedule shall be considered firm service.

RATES - Customer Service Charges: \$35.00 per billing period applicable to customers with annual

throughput of less than 500 Mcf

\$65.00 per billing period applicable to Customers

with annual throughput of 500 Mcf to 999 Mcf

Volumetric Delivery Rate: See Tariff Page No. 13

Balancing Service Fee - The currently effective Balancing Fee per Mcf is shown on Tariff Page No. 13.

Retainage Charge - The currently effective Retainage Charge is shown on Tariff Page No. 13.

*Rider DSIC additionally applies to the Customer Service Charge listed above

MINIMUM CHARGE – The minimum bill per billing period shall be the applicable Customer Service Charge noted above.

<u>BALANCING SERVICE</u> – All Customers receiving service under this Rate Schedule are subject to Balancing in accordance with Rule No. 18.M. of this Tariff.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within twenty (20) days from date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, , Rider TCS - Transition Costs Surcharge, Rider ARC – Acquisition Rate Credit and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the transportation service under this Rate Schedule.

(C) Indicates Change

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 82 CANCELING THIRD REVISED PAGE NO. 82

(C)

RATE SCHEDULE MGS-T- MEDIUM GENERAL SERVICE TRANSPORTATION SERVICE

AVAILABILITY — Available in the entire territory served to any individual commercial or industrial Customer with a minimum annual usage of at least 1,000 Mcf but less than the applicable minimum volumes under Rate Schedule LGS-T-Large General Service Transportation.

<u>CHARACTER OF SERVICE</u> – Transportation under this Rate Schedule shall be considered firm service to the extent gas is delivered to the Company equal to that used by the Customer.

RATES - Customer Service Charges: \$75.00 per billing period applicable to Customers with annual

throughput of 1,000 Mcf to 2,499 Mcf

\$175.00 per billing period applicable to Customers with annual

throughput of 2,500 Mcf to 24,999 Mcf

Volumetric Delivery Rate: See Tariff Page No.13

Balancing Service Fee - The currently effective Balancing Fee per Mcf is shown on Tariff Page No. 13.

Retainage Charge - The currently effective Retainage Charge is shown on Tariff Page No. 13.

*Rider DSIC additionally applies to the Customer Service Charge listed above

MINIMUM CHARGE - The minimum bill per billing period shall be the applicable Customer Service Charge noted above.

<u>BALANCING SERVICE</u> – All Customers receiving service under this Rate Schedule are subject to Balancing in accordance with Rule No. 18.M. of this Tariff.

<u>CONTRACT TERMS AND CONDITIONS</u> – Any Customers electing to take gas service under this Rate Schedule shall do so by written contract providing for an initial minimum contract term of at least one (1) year and permitting termination after the agreed upon initial contract term by either party only after twelve (12) months' prior written notice to the other party. Such contract may also contain other terms and conditions as may be agreed upon by the parties.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within twenty (20) days from date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, , Rider TCS - Transition Costs Surcharge and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the transportation service under this Rate Schedule.

(C) Indicates Change

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 THIRD REVISED PAGE NO. 83 CANCELING SECOND REVISED PAGE NO. 83

(C)

RATE SCHEDULE LGS-T – LARGE GENERAL SERVICE TRANSPORTATION SERVICE

<u>AVAILABILITY</u> – Available in the entire territory served to any eligible Customer with a minimum annual usage of at least 25,000 Mcf.

<u>CHARACTER OF SERVICE</u> – Transportation under this Rate Schedule shall be considered firm service to the extent gas is delivered to the Company equal to that used by the Customer.

PATES – Customer Service Charge: \$800.00 per billing period applicable to Customers with annual throughput of 25,000 to 49,999 Mcf.

\$1,500.00 per billing period applicable to Customers with annual throughput of 50,000 to 99,999 Mcf.

\$5,000.00 per billing period applicable to Customers with annual throughput of 100,000 to 199,999 Mcf.

\$7,500.00 per billing period applicable to Customers with annual throughput of 25,000.00 Mcf.

Volumetric Delivery Rate: See Tariff Page No. 13.

Balancing Service Fee - The currently effective Balancing Fee per Mcf is shown on Tariff Page No. 13.

Retainage Charge - The currently effective Retainage Charge is shown on Tariff Page No. 13.

*Rider DSIC additionally applies to the Customer Service Charge listed above

MINIMUM CHARGE – The minimum bill per billing period shall be the applicable Customer Service Charge noted above.

<u>BALANCING SERVICE</u> – All Customers receiving service under this Rate Schedule are subject to Balancing in accordance with Rule No. 18.M. of this Tariff.

<u>CONTRACT TERMS AND CONDITIONS</u> – Any Customers electing to take gas service under this Rate Schedule shall do so by written contract providing for an initial minimum contract term of at least one (1) year and permitting termination after the agreed upon initial contract term by either party only after twelve (12) months' prior written notice to the other party. Such contract may also contain other terms and conditions as may be agreed upon by the parties.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within fifteen (15) days from date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, Rider TCS - Transition Costs Surcharge and Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the transportation service under this Rate Schedule.

<u>SPECIAL PROVISION</u> – Customers with an annual usage of 600,000 Mcf or more and which, absent this service would acquire, or has acquired, an alternative fuel source shall have a negotiated delivery rate on an individual contract basis not to exceed the Volumetric Delivery Rate under Rate Schedule LGS – Large General Service.

(C) Indicates Change

PEOPLES NATURAL GAS COMPANY LLC - PEOPLES GAS DIVISION

SUPPLEMENT NO. 96 TARIFF GAS – PA PUC NO. 8 NINTH REVISED PAGE NO. 84 CANCELING EIGHTH REVISED PAGE NO. 84

RATE SCHEDULE FTS - FIELD TRANSPORTATION SERVICE

AVAILABILITY – This service is available to any Pennsylvania gas producer or Supply Aggregator (hereinafter referred to as "FTS User") which has executed a Field Transportation Service Agreement (the "Service Agreement") for the field transportation of a minimum monthly volume of 9,000 Mcf of natural gas production to be injected from gas wells directly into the Company's gathering or transmission system at points designated by the Company for delivery to specified points of interconnection between the Company's gathering or transmission system and an interstate pipeline or another local distribution company, provided that the FTS User shall be subject to, and shall comply with, the other applicable provisions of this Rate Schedule. Any additional facilities needed to provide service to a Customer under this Rate Schedule will be paid for by the Customer receiving such service.
<u>CHARACTER OF SERVICE</u> – Transportation service under this Rate Schedule and Customer classification shall be considered interruptible service on the Company's system.
RATES – Maximum Volumetric Delivery Rate: \$ 0.4777 per Mcf
Retainage Charge – The currently effective Retainage Charge is 5.9%. (D)
SPECIAL PROVISION – The Volumetric Delivery Rate may be discounted on an individual contract basis but in no case will
the negotiated rate exceed the Maximum Volumetric Delivery Rate under this Rate Schedule.
<u>FINANCE CHARGE</u> – If payment of bill has not been received within fifteen (15) days from date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.
<u>ADJUSTMENTS</u> – The above rate shall be subject to Rider DSIC – Distribution System Improvement Charge as set forth in this Tariff.
<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the transportation service under this Rate Schedule.

(I) Indicates Increase.

(D) Indicates Decrease.

SUPPLEMENT NO. 65 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 84A CANCELLING ORIGINAL PAGE NO. 84A

RATE GS – GATHERING SERVICE

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 3.4% retainage rate. (I)

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 18.X 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.

(I) - Indicates Increase.

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 85 CANCELLING ORIGINAL PAGE NO. 85

(C)

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.

CHARACTER OF SERVICE

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. If Transportation Service is provided hereunder, the applicable rules and delivery terms Transportation Service apply.

RATES

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.

<u>FINANCE CHARGE</u> – If payment of bill has not been received within fifteen (15) days from date of mailing, a finance charge of 1.50 percent per month will be added to the unpaid balance each month until the entire bill is paid.

<u>ADJUSTMENTS</u> – The above rates shall be subject to Rider PGC - Section 1307 (f) Purchased Gas Costs, Rider STA - State Tax Adjustment Surcharge, Rider TCS - Transition Costs Surcharge, and Rider GPC – Gas Procurement Charge as set forth in this Tariff.

<u>RULES AND REGULATIONS</u> – The Rules and Regulations set forth in this Tariff shall govern, where applicable, the transportation service under this Rate Schedule.

(C) Indicates Change.

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 SECOND REVISED PAGE NO. 86 CANCELING FIRST REVISED PAGE NO. 86

RIDER PGC - SECTION 1307 (f) PURCHASED GAS COSTS

PROVISION FOR RECOVERY OF PURCHASED GAS COSTS

Demand Charge Costs – The rates for each Mcf of firm gas supplied under all retail gas service Rate Schedules in this Tariff shall also include the applicable amount per Mcf for recovery of interstate pipeline reservation and other demand related costs. Such rates for firm gas service shall be increased or decreased from time to time, as provided by Section 1307 (f) of the Public Utility Code and the Commission's regulations, to reflect changes in the level of such costs.

Commodity Gas Supply Costs - The rates for each Mcf (1,000 cubic feet) of firm gas supplied under all retail gas service Rate Schedules in this Tariff shall include an amount per Mcf for recovery of commodity gas supply costs calculated in accordance with the formula set forth herein, pursuant to Section 1307 (f) of the Public Utility Code. Such rates for firm gas service shall be increased or decreased, from time to time, as provided by Section 1307 (f) of the Public Utility Code and the Commission's Regulations, to reflect changes in the level of purchased gas commodity costs. The rate for recovery of purchased gas commodity costs with respect to interruptible gas service under Rider CRAI shall be egual to the sum of (i) the Average Commodity Cost of Purchased Gas per Mcf, as hereinafter defined, incurred during the respective billing month in which interruptible gas service was provided, and (ii) the applicable Commodity "E" Factor rate. The Average Commodity Cost of Purchased Gas per Mcf shall be determined by dividing the total commodity cost of all Pennsylvania-sourced gas purchased under the Company's current form of life-of-the-well and year-to-year gas purchase agreements and under the Electronic Spot Market ("ESM") program during the applicable billing month by the total volume in Mcf of such Pennsylvania-sourced gas purchases. If the total sales volume under Rider CRAI exceeds the total aggregate Pennsylvania-sourced gas purchases under the Company's current form of life-of-the-well and year-to-year gas purchase agreements and the ESM program in any billing month, the interstate-sourced gas purchases having the highest average commodity cost per Mcf in that billing month that were purchased at spot or first of the month index prices will be applied to the increment of Rider CRAI sales volume in excess of the applicable Pennsylvania-sourced gas purchases to determine the total Commodity Cost of Purchased Gas related to Rider CRAI sales during such billing month. The total amount of purchased gas commodity costs applicable to service under Rider CRAI will be excluded from the calculation of total purchased gas commodity costs applicable to firm gas service as provided above.

Experienced Net OverCollection or UnderCollection – The "C" Factor will be comprised of the Commodity Gas Supply Costs and Demand Charge Costs described above. The "E" Factor represents the experienced net overcollection or undercollection of all purchased gas costs determined for the period established by the Commission. Each over or undercollection statement shall also provide for refund or recovery of amounts necessary to adjust for over or underrecoveries of "E" Factor amounts under previous 1307 (f) rates. Interest shall be computed at the appropriate rate as provided for in Section 1307 (f) of the Public Utility Code from the month that the over or undercollection occurs to the effective month such overcollection is refunded or such undercollection is recouped. Interest shall be computed on over or undercollections for interstate pipeline capacity costs and commodity costs. Additionally, the commodity component of supplier refunds received will be included in the calculation of the "E" Factor with interest added at the annual rate of six percent (6%) calculated in accordance with the foregoing procedure, beginning with the month such refund is received by the Company.

Base Cost of Gas is comprised of the following components: (i) the Demand Charge Costs associated with the Company's purchase of firm transportation and firm storage services, (ii) the Commodity Gas Supply Costs (the sum of (i) and (ii) being the 'C' Factor); and (iii) the experienced net overcollection or undercollection of all purchased gas costs (or 'E' Factor), for the period established by the Commission. The currently effective Base Cost of Gas pricing is shown on Tariff Page No. 12.

(C) Indicates Change

(C)

ISSUED: September 30, 2016

EFFECTIVE: October 1, 2016

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 87 CANCELLING ORIGINAL PAGE NO. 87

RIDER PGC - SECTION 1307 (f) PURCHASED GAS COSTS (Continued)

COMPUTATION OF COMMODITY GAS SUPPLY COSTS PER MCF

Commodity Gas Supply Costs shall be computed to the nearest one-hundredth cent ($0.01 \, \phi$) per Mcf in accordance with the formula set forth below:

CGSC = CC/TS

Commodity Gas Supply Costs so computed shall be included in rates for gas service under the applicable Rate Schedules identified previously for an initial period determined by the Commission and, subject to quarterly recalculation hereinafter described, for consecutive twelve (12) month periods beginning October 1 of each year thereafter unless such period is revised by the Commission. The amount of commodity Gas Supply Costs per Mcf will vary, if appropriate, based upon annual filings pursuant to Section 1307 (f) of the Public utility Code, and such supplemental filings as may be required or be appropriate under Section 1307 (f) or the Commission's Regulations adopted pursuant thereto.

(C)

In computing Commodity Gas Supply Costs per Mcf pursuant to the above formula, the following definitions shall apply:

- "CGSC" Commodity Gas Supply Costs per Mcf as previously defined.
- "CC" a number of dollars, calculated for all types of purchased gas, by projecting the commodity cost for each purchase for the projected period when rates will be in effect. This factor shall include no amount for the recovery of Demand Charge Costs as previously defined.
- "TS" projected total volume in Mcf of gas to be billed to all firm Customer classifications during the applicable period when rates will be in effect.

COMPUTATION OF DEMAND CHARGE COSTS PER MCF

(C)

Demand Charge Costs per Mcf under Rate Schedules RS/RS-T, SGS, MGS and LGS in this Tariff shall be computed to the nearest one-hundredth cent (0.01¢) in accordance with the formula set forth below:

 $DCC = \frac{(DC - NPR)}{RSS}$

Demand Charge Costs per Mcf, so computed, shall be included in the rates for gas service under the applicable Rate Schedules identified previously for an initial period determined by the Commission, subject to the quarterly recalculation hereinafter described, and for consecutive twelve (12) month periods beginning October 1 of each year thereafter unless such period is revised by the Commission. The amount of Purchased Gas Demand Costs, by Mcf, will vary, if appropriate, based upon annual filings pursuant to Section 1307 (f) of the Public Utility Code, and such supplemental filings as may be required or be appropriate under Section 1307 (f) or the Commission's regulations adopted pursuant thereto.

In computing Demand Charge Costs per Mcf pursuant to the above formula, the following definitions shall apply:

- "DCC" Demand Charge Costs per Mcf as previously defined.
- "DC" the projected total Demand Charge Costs for the applicable period when the rates will be in effect.
- "NPR" the total amount of Demand Charge Costs to be recovered from the Non-Priority One Transportation Customer rate classifications (i.e., SGS-T, MGS-T, LGS-T).
- "RSS" the projected volume in Mcf of gas to be billed to Customers receiving service during the applicable period under the respective Rate Schedule.

The respective Demand Charge Costs per Mcf applicable to the non-priority Customer rate classification, identified above, shall be separately calculated in the annual Section 1307(f) Purchased Gas proceeding.

(C) Indicates Change.

ISSUED: September 30, 2016

EFFECTIVE: October 1, 2016

SUPPLEMENT NO. 25 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 88 CANCELING ORIGINAL PAGE NO. 88

RIDER PGC - SECTION 1307 (f) PURCHASED GAS COSTS (Continued)

<u>CAPACITY RELEASE REVENUES</u> – All capacity release revenues earned for short-term monthly interstate pipeline capacity releases and for long-term multi-month capacity releases (i.e., asset management arrangements) shall be subject to the following capacity release sharing mechanism. Seventy-five percent (75%) of such revenues will be credited to purchased gas costs and twenty-five percent (25%) will be retained by the Company. The respective capacity release revenue credits will be applied to purchased gas costs in the month in which (i) such capacity release credits are reflected on the applicable interstate pipeline invoice or (ii) a payment is received by the Company. This capacity release sharing mechanism shall be effective during a term ending July 31, 2012 and shall be subject to review and consideration by the Commission in the 2012 Section 1307(f) purchased gas cost proceeding. The capacity release revenue retained by the Company shall be accounted for as a "below the line item" for ratemaking purposes in future base rate case proceedings.

BALANCING SERVICE FEES – A Balancing Service charge for banking, balancing, and advancing will be assessed (C) against each Mcf of gas transported for small, medium and large general service ratepayers. This rate will be recalculated in each of the Company's annual 1307(f) gas cost proceedings. The currently effective Balancing Service Fees are shown on Tariff Page No. 13.

<u>RETAINAGE CHARGE</u> – A charge will be assessed for lost and unaccounted for and company use gas ("UFG") (C) applicable to the total volume of gas received into its system on behalf of customers receiving transportation service. The currently effective Retainage Charges are shown on Tariff Page No. 13.

DISCOUNT OR WAIVER OF BALANCING SERVICE FEES AND RETAINAGE CHARGE. – Under appropriate competitive circumstances, Balancing Service Fees and/or Retainage charges may be reduced or eliminated and the related costs resulting from these discounted or waived items will be recovered from all Customer classes through the Rider PGC mechanism. Such circumstances include but are not limited to (i) Customers with direct access to an interstate pipeline (i.e., bypass), (ii) Customers with access to gas service available from a non-jurisdictional entity, (iii) Customers with access to an alternative energy source, and (iv) Customers involved in economic development projects. In such circumstances, Peoples TWP LLC must (i) determine that the revenue earned by serving the competitive Customer which includes service charges, delivery rates, and other fees is, in the aggregate, greater than the cost of the discounted or waived Balancing Fees and Retainage Charges, (ii) obtain an affidavit from the Customer certifying the existence of a direct interstate pipeline bypass, alternative energy source or other qualifying circumstances, and (iii) prepare and retain sufficient documentation regarding the applicable circumstances.

Notwithstanding the foregoing, Peoples TWP LLC will not discount Retainage Charges to a transportation Customer by a greater percentage than it has discounted the applicable delivery rates to the Customer.

ISSUED: July 31, 2015 EFFECTIVE: August 1, 2015

SUPPLEMENT NO. 34 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 89 CANCELLING ORIGINAL PAGE NO. 89

RIDER PGC - SECTION 1307 (f) PURCHASED GAS COSTS (Continued)

QUARTERLY RECALCULATIONS

(C)

(C)

The Company will make quarterly filings on January 1, April 1, July 1, and October 1 based upon a recalculation and reconciliation of gas costs for the three-month periods ending November 30, February 28, May 31, and August 31, respectively (the "Quarterly Recalculation Periods"). Each recalculation will reflect actual gas costs and will include a reconciliation of undercollections or overcollections resulting from variations in actual gas costs from original projections for the applicable Quarterly Recalculation Periods and any changes in sales volumes from original projections for the applicable Quarterly Recalculation Periods, but shall not include consideration of interest due to over or under collections of gas costs.

If the recalculated overall Base Cost of Gas does not differ by more than two percent (2%) from the currently-effective rate, the Company will file a letter with the Commission to that effect. If such recalculated overall Base Cost of Gas differs from the currently-effective rate by more than two percent (2%), the Company will file a tariff incorporating such recalculated overall Base Cost of Gas, provided that if such recalculation results in an increase that is reasonably expected to have an immaterial effect on the Company's annual purchased gas costs, the Company will file a letter and supporting data to that effect in lieu of a tariff rate change.

The October 1 recalculation shall include the most recent actual gas costs which shall be reflected in the calculation of the Base Costs of Gas set forth in the tariff supplement filing made in compliance with the Commission's final order resolving the Company's annual Section 1307 (f) proceeding.

SECTION 1307 (f) FILING WITH PENNSYLVANIA PUBLIC UTILITY COMMISSION

The Company's annual Section 1307 (f) filing shall be submitted to the Commission by April 1, of each year, or such other time as the Commission may prescribe by order or by regulations.

(C) Indicates Change

PEOPLES NATURAL GAS COMPANY LLC - PEOPLE GAS DIVISION

SUPPLEMENT NO. 96
TO TARIFF GAS – PA PUC NO. 8
NINTH REVISED PAGE NO. 90
CANCELLING EIGHTH REVISED PAGE NO. 90

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 Sales, SGS Sales, Residential Transportation, and SGS Transportation. 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 (\$0.0012) (I)

- (D) Indicates Decrease.
- (I) Indicates Increase.

ISSUED: September 29, 2023

EFFECTIVE: October 1, 2023

SUPPLEMENT NO. 25 TO TARIFF GAS – PA PUC NO. 8 SECOND REVISED PAGE NO. 91 CANCELING FIRST REVISED PAGE NO. 91

RIDER STA – STATE TAX ADJUSTMENT SURCHARGE

AVAILABILITY

There shall be added to the rates and charges provided in this Tariff a State Tax Adjustment surcharge. The currently effective surcharge is shown on Tariff Pages No. 12 and 13. This surcharge will apply to all retail and transportation gas service tariff rate schedules to reflect increases or decreases in state taxes imposed by the Pennsylvania General Assembly. The positive (negative) surcharge will be applied to bills on a service rendered basis.

(C)

CALCULATION OF SURCHARGE

The Company will recompute the surcharge (i) whenever any of the state tax rates upon which the surcharge is computed are changed and (ii) as of March 31 of every year. The recomputation shall take into account the changed state tax rates as prescribed by the Commission (Policy Statement at 52 Pa. Code § 69.52) in the following manner:

- Capital Stock Tax ("CST"): To determine the amount to be recovered, the Company shall multiply the change in the CST tax rate by the CST value as reported in the most recent CST return filed with the Department of Revenue.
- Corporate Net Income Tax ("CNIT"): To determine the amount to be recovered, the Company shall
 multiply the change in the CNIT tax rate by the taxable income reported in the most recent CNIT return
 filed with the Department of Revenue.
- 3. Public Utility Realty Tax ("PURT"): To determine the amount to be recovered, the Company shall calculate the difference between the PURT liability as stated in the most recent Notice of Determination issued by the Department of Revenue and the current amount of PURT recovered in base rates.

Every recomputation made pursuant to the above paragraph shall be submitted to the Commission within ten (10) days after the occurrence of the event or effective date of such state tax rate change, which occasioned such recomputation. If the recomputed surcharge is less than the one than in effect then the Company will, and if the recomputed surcharge is more than the one then in effect then the Company may, accompany such recomputation with a Tariff or Supplement to reflect such recomputed surcharge - the effective date of which shall be ten (10) days after filing.

<u>SPECIAL PROVISION</u> – This Rider shall not apply to Customers receiving discounted retail or discounted transportation service.

(C) Indicates Change

ISSUED: July 31, 2015

EFFECTIVE: August 1, 2015

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 92

RIDER CRA - COMMODITY RATE ADJUSTMENT

AVAILABILITY

This Rider CRA is applicable to any Customer electing to receive gas sales service under Rate Schedules SGS, MGS and LGS and is available to any such Customer which enters into a contract, as described below, for gas sales service volumes, which gas sales service volumes, in the Company's sole discretion, would not otherwise be requested by such Customer, but for the availability of the reduced Volumetric Delivery Rate under this Rider.

VOLUMETRIC DELIVERY RATE ADJUSTMENT

Subject to the provisions of this Rider, the Volumetric Delivery Rate specified in the applicable Rate Schedule shall be subject to reduction through negotiation between the Company and the Customer.

MINIMUM VOLUME REQUIREMENT

Customer must contract for a minimum gas sales service volume under this Rider, which minimum volume shall be determined by the Company and set forth in the applicable written contract.

CONTRACT TERMS AND CONDITIONS

Gas sales service volumes under this Rider shall be delivered pursuant to a written contract providing for an initial minimum contract term of the greater of (i) at least thirty (30) days, or (ii) the minimum contract term specified under the Rate Schedule applicable to the Customer, which contract may contain such other terms and conditions as may be agreed upon by the parties.

ISSUED: April 30, 2013 EFFECTIVE: January 1, 2014

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 93

RIDER CRAI - COMMODITY RATE ADJUSTMENT INTERRUPTIBLE

AVAILABILITY

This Rider CRAI is applicable to any Customer electing to receive gas sales service under Rate Schedules SGS, MGS and LGS and is available to any such Customer which enters into a contract for interruptible gas sales service and, as evidenced by an appropriate affidavit from such Customer, has, in lieu of the Company's firm retail tariff gas sales or transportation service, a satisfactory alternative bona fide written offer for such Customer's gas needs utilizing, directly or indirectly, interstate pipeline services. Such interruptible gas sales service shall only be available during the months of April through October, inclusive.

VOLUMETRIC DELIVERY RATE ADJUSTMENT

Subject to the provisions of this Rider, the Volumetric Delivery Rate specified in the applicable Rate Schedule shall be subject to reduction through negotiation between the Company and the Customer. The Base Cost of Gas per Mcf applicable for Customers served under Rider CRAI for such month shall be as set forth in the then-currently effective Rider PGC - Section 1307 (f) Purchased Gas Costs.

MINIMUM VOLUME REQUIREMENT

Customer must contract for a minimum gas sales service volume under this Rider, which minimum volume shall be determined by the Company and set forth in the applicable written contract.

ANNUAL ELECTION PROCEDURE

Customers must notify the Company in writing on or before April 1 of each year to make an irrevocable election to receive gas service under this Rider during the period from April 1 through October 31 of such calendar year.

CONTRACT TERMS AND CONDITIONS

Gas sales service volumes under this Rider shall be delivered pursuant to a written contract providing for an initial minimum contract term of at least one (1) year, which contract may contain such other terms and conditions as may be agreed upon by the parties.

ISSUED: April 30, 2013 EFFECTIVE: January 1, 2014

TARIFF GAS - PA PUC NO. 8

ORIGINAL PAGE NO. 94

RIDER TCS - TRANSITION COSTS SURCHARGE

APPLICABILITY

This Rider establishes a mechanism for the recovery of nongas transition costs from Customers receiving retail gas sales or transportation service under any Rate Schedule which specifically incorporates this Rider. Rider TCS will not be applicable to Customers transporting natural gas produced in Pennsylvania and injected directly into the Company's gathering facilities. In addition, at the Company's sole option, the otherwise applicable surcharge hereunder may be reduced or eliminated for certain Customers that are subject to gas-to-gas competition. To the extent that the Company applies a surcharge under this Rider to any competitive Customer, any such recovery shall be credited against the total nongas transition costs recovered under this Rider. The Company will use its best efforts to collect the Rider TCS surcharge from competitive Customers.

CALCULATION OF SURCHARGE

The Company will assign nongas transition costs and calculate the Rider TCS surcharge by dividing (i) the total nongas transition costs, net of nongas transition costs revenues recovered from the release of interstate pipeline capacity, by (ii) the total projected gas sales and transportation volumes subject to the recovery of nongas transition costs.

The surcharge calculation will incorporate the recovery of (i) nongas transition costs billed to the Company by interstate pipelines and (ii) those costs that have been approved by the Federal Energy Regulatory Commission to be billed to the Company during the twelve (12) month period following the surcharge filing date. Nongas transition costs are defined as interstate pipeline gas supply realignment costs and stranded costs as those terms are used in the Commission's "Statement of Policy Regarding the Recovery of FERC Order 636 Transition Costs."

The Rider TCS surcharge will be recalculated every three (3) months, with the recalculations to be effective on February 1, May 1, August 1, and November 1 of each year (hereinafter referred to as the "quarterly recalculations"). These quarterly recalculations will revise the Rider TCS surcharge to reflect the most current monthly nongas transition cost amounts in effect or to become effective under the applicable Federal Energy Regulatory Commission approved interstate pipeline tariffs. The Company will file the May 1, August 1, and November 1 quarterly recalculations on ten (10) days' notice to the Commission and will file the February 1 recalculation on thirty-days' notice to the Commission.

At the time of each quarterly recalculation, the Company will also reconcile actual billings received 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. The Company will incorporate the results of the quarterly reconciliation within its quarterly recalculation.

Recalculations of the surcharge on each February 1 will include a reconciliation of actual Rider TCS surcharge revenues recovered over the twelve (12) months ending November 30 of the particular year against the revenues projected to have been recovered over the same twelve (12) month period. Each February 1 quarterly recalculation will also include the most current annual projection of gas sales and transportation volumes subject to the recovery of nongas transition costs.

SURCHARGE AMOUNT

The surcharge rate applicable to retail gas sales or transportation service is \$0 per Mcf. The surcharge will be applied to bills on a service rendered basis.

ISSUED: April 30, 2013 EFFECTIVE: January 1, 2014

SUPPLEMENT NO. 29 TO TARIFF GAS – PA PUC NO. 8 FIFTH REVISED PAGE NO. 95 CANCELING THIRD REVISED PAGE NO. 95

RIDER USP - UNIVERSAL SERVICE PROGRAM

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY (C)

This Rider shall be applicable to all residential customers except customers in the Company's Customer Assistance Program ("CAP") or Pilot E-CAP (E-CAP) programs.

CHARACTER OF RATE

This Rider has been established to recover costs related to the Company's Universal Service Programs for low-income residential priority customers.

RATE

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

The currently effective rate is shown on Tariff Page Nos. 12 and 13.

The USP rate is not applicable to Customers enrolled in the Company's CAP.

CALCULATION OF RATE

The Rider USP rate shall be calculated to recover costs for the following programs: Wise Choice Low Income Usage Reduction (C) ("Wise Choice") program; Customer Assistance Referrals and Evaluation Services ("CARES"); Emergency Furnace & Line Repair/Replacement Program and Customer Assistance Program ("CAP").

Wise Choice costs will be calculated based on the projected number of Level 1 income homes to be weatherized. CARES costs will be calculated on the projected number of low income customers provided with assistance. Emergency Furnace & Line Repair/Replacement Program costs will be calculated on the projected number of eligible customers requiring such assistance.

CAP costs will be calculated by CAP and E-CAP tier to include the projected CAP Shortfall (the difference between the total calculated RS bills excluding Rider USP and the CAP or E-CAP bill, and an adjustment for unearned shortfall amounts) based upon the current discounts at normalized annual volumes of the then-current CAP and E-CAP participants, the projected CAP Shortfall for projected customer additions to CAP and E-CAP during the period that the Rate Schedule RUS rate will be in effect at the average discount of current CAP participants at normalized annual volumes, and the projected CAP pre-program arrearage forgiveness during the next 12 months. Third party costs for the purposes of CAP administration and Universal Service call management will be included in the calculation of the Rider.

The costs shall be divided by the total annual projected throughput volumes of all residential non-CAP customers as established in the Company's most recent Purchased Gas Cost proceeding to determine the volumetric rate for this Rider.

QUARTERLY ADJUSTMENT

Each quarter, and at any time that the Company makes a change in base rates or quarterly reconciliation of Purchased Gas Cost rates affecting residential customers, the Company shall recalculate the Rider USP rate pursuant to the calculation described above to reflect the Company's current data for the components used in the Rate USP calculation. The Company shall file the updated rate with the Commission to be effective one (1) day after filing.

(C) Indicates Change.

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

APPENDIX C - Peoples Gas Tariff No. 8 - effective October 1, 2023

PEOPLES TWP LLC

SUPPLEMENT NO. 36 TO TARIFF GAS – PA PUC NO. 8 THIRD REVISED PAGE NO. 96 CANCELING SECOND REVISED PAGE NO. 96

(C)

(C)

RIDER USP - UNIVERSAL SERVICE PROGRAM (continued)

ANNUAL RECONCILIATION

On or before October 31st of each year, the Company shall file with the Commission data showing the reconciliation of actual revenues received under this Rider and actual recoverable costs incurred for the preceding twelve months ended September. The resulting over/undercollection (plus interest calculated at 6% annually) will be reflected in the Rider USP quarterly rate adjustment to be effective January 1. Actual recoverable costs shall reflect actual shortfall costs, actual application and administrative costs, actual pre-program arrearage forgiveness, actual Emergency Furnace and Line Repair/Replacement Program costs, actual Wise Choice and CARES costs. Actual recoverable CAP shortfall costs and pre-program arrearage forgiveness, provided that CAP and E-CAP participation on an average annual basis did not exceed 1,500 participants. In the event that CAP and E-CAP participation in the preceding year exceeded 1,500 on an annual average basis, actual recoverable costs shall reflect actual shortfall cost and actual pre-program arrearages for all customers up to the 1,500 participation level. For any and all CAP and E-CAP customers exceeding the 1,500 participation level on an average annual basis, Peoples TWP LLC shall offset the actual shortfall and the actual pre-program arrearage by 7.14%. Except for the offset that is applied when CAP and E-CAP participation exceeds 1,500 on an average annual basis, actual CAP shortfall costs shall be based upon actual numbers of CAP and E-CAP customers, actual CAP and E-CAP throughput volumes, and actual CAP and E-CAP payments received. In addition, as part of this annual filing, the Company will report the number of CAP and E-CAP customers that were removed from the CAP and E-CAP program pursuant to the consumption responsibilities provided for in Rate Schedule Customer Assistance Program - CAP.

(C) Indicates Change.

ISSUED: October 25, 2016 EFFECTIVE: December 24, 2016

APPENDIX C - Peoples Gas Tariff No. 8 - effective October 1, 2023

PEOPLES NATURAL GAS COMPANY LLC – PEOPLES GAS DIVISION

SUPPLEMENT NO. 92 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 97 CANCELING THIRD REVISED PAGE NO. 97

RIDER MFC - MERCHANT FUNCTION CHARGE

APPLICABILITY (C)

This Rider shall be applied to rates for each Mcf of gas supplied under Rate Schedules RS, SGS, MGS and LGS of this Tariff, and shall be reflected in the Price to Compare. The Rider is equal to the fixed percentage, established by the Commission in Company's last general base rate proceeding, and blended with the Merchant Function Charge of Peoples Natural Gas, of purchased gas costs which are expected to be uncollectible, and shall not be reconciled to reflect actual results. Rider MFC is intended to make Company' Price to Compare more comparable to the gas supply service prices offered by Natural Gas Suppliers that presumably reflect anticipated uncollectible expenses.

RIDER MFC CHARGE (C)

Rider MFC charges shall be equal to 2.448% for Residential PGC Customers and 0.211% for SGS, MGS and LGS PGC Customers multiplied by the sum of Rider PGC charges. The currently effective rate is shown on Tariff Page No. 12.

- (C) Indicates Change
- (I) Indicates Increase
- (D) Indicates Decrease

ISSUED: January 13, 2023 EFFECTIVE: January 17, 2023

SUPPLEMENT NO. 25 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 98 CANCELING ORIGINAL PAGE NO. 98

RIDER GPC - GAS PROCUREMENT CHARGE

APPLICABILITY

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, RUS, SGS, MGS, 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 PGC – 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

RIDER GPC CHARGE

The currently effective rate is shown on Tariff Page No. 12.	(C)
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SPECIAL PROVISION

This rider shall not apply to Customers receiving discounted retail service.

(C) Indicates Change

ISSUED: July 31, 2015 EFFECTIVE: August 1, 2015

SUPPLEMENT NO. 3 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 99 CANCELING ORIGINAL PAGE NO. 99

RIDER DSIC

<u>Distribution System Improvement Charge (DSIC)</u>

In addition to the net charges provided for in this Tariff, a charge of 0.0% will apply consistent with the Commission Order dated May 23, 2013 at Docket No. P-2013-2344595 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 (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; 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 July 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:

 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: December 31, 2013 EFFECTIVE: January 1, 2014

SUPPLEMENT NO. 90 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 100 CANCELING THIRD REVISED PAGE NO. 100

RIDER DSIC (cont.)

<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 Riders PGC and STA. 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 PGC and STA. (C)

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

DSIC =
$$(DSI*PTRR)+STFT+Dep+S$$
 + e
PQR PQR: (C)

Where:

- DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes pertaining to property-related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. Code § 168. **(C)**
- PTRR = Pre-tax return rate applicable to DSIC-eligible property.
- STFT = (State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between **(C)** accelerated tax depreciation and book depreciation net of federal tax. [NOTE: UTILITY MAY ELECT TO INCLUDE THE STFT IN THE PTRR COMPONENT.]
- 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 PGC and STA) 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. (C)

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 Commission's Bureau of Audits at least (10) days prior to the effective date of the update.

(C) Indicates Change

SUPPLEMENT NO. 90 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 101 CANCELING THIRD REVISED PAGE NO. 101

RIDER DSIC (cont.)

Distribution System Improvement Charge (DSIC)

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, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection. The utility is not permitted to accrue interest on under collections. (C)
- 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 who are paying flexed or discounted rates 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.

(C) Indicates Change.

ISSUED: December 22, 2022 EFFECTIVE: January 2, 2023

SUPPLEMENT NO. 58 TO TARIFF GAS – PA PUC NO. 8 FOURTH REVISED PAGE NO. 102 CANCELING THIRD REVISED PAGE NO. 102

RIDER ARC - ACQUISITION RATE CREDIT

The Acquisition Rate Credit was established as part of the Base Rate Case settlement at Docket No. R-2013-2355886. The purpose of this credit is to provide a \$10,000,000 credit to ratepayers over a five year period pursuant the settlement of the Company's Acquisition proceeding at Docket No. A-2010-2210326.

APPLICABILITY -

The rate credit shall apply to all customers except competitive customer receiving a discounted rate.

RATE -

Rate Class	Rate Credit	Rate Credit Per
<u> </u>	Per Mcf	Customer Charge
RS	\$ 0.0000	\$ 0.0000
RS-T	\$ 0.0000	\$ 0.0000
SGS	\$ 0.0000 (I)	\$ 0.0000 (I)
SGS-T	\$ 0.0000 (I)	\$ 0.0000 (I)
MGS	\$ 0.0000	\$ 0.0000
MGS-T	\$ 0.0000	\$ 0.0000

CALCULATION OF RATE -

Any over or under ratepayer credit amounts remaining at the end of year five shall be flowed through to Customers in the Company's next quarterly 1307(f) gas cost filing. Within 60 days of termination of the distribution of the rate credit, the Company shall file with the Commission and provide a copy to all parties to the sale proceeding settlement a final reconciliation of all Acquisition Rate Credit amounts.

(I)- Indicates Increase

ISSUED: November 30, 2018 EFFECTIVE: December 1, 2018

SUPPLEMENT NO. 22 TO TARIFF GAS – PA PUC NO. 8 FIRST REVISED PAGE NO. 103 CANCELING ORIGINAL PAGE NO. 103

PILOT RIDER SET SERVICE EXPANSION TARIFF ("SET")

The Company, at its discretion, may offer service under this rider to a residential or commercial Applicant or group of Applicants who agree to pay the costs as determined by the Company of extending the Company's facilities to serve the Applicant(s) under Rule 3 of the Rules and Regulations Section of this tariff. This Rider provides the Applicant(s) with an option to pay the contribution in aid of construction ("CIAC") determined in accordance with Rule 3 through monthly payments as determined below. This Rider also provides residential Applicant(s) with the option to make payments for the cost of the customer owned service line.

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

The charge under this Rider will be fixed and applied on a monthly basis beginning with the first bill issued after service has been established and continuing until the principal amount(s) have been repaid.

The SET principal is equal to the calculated contribution in aid of construction required from the applicant(s) and will be calculated for each service extension project based on the projected revenue and costs for each extension. A separate principal amount and monthly fee will be established for residential and commercial customers within each gas extension project area based on the expected revenues and costs for the residential and commercial customers. The fixed monthly charge will be applicable to any customer located at any premise within each new extension project area. If additional customers are added to the Company's extended facilities upon which SET charges are already in place, the additional customers will pay the established SET charge until the total class-based SET principal amount has been repaid. At that time, the SET charge will expire for all customers within each class-based portion of the project.

Commercial Customers Service Expansion Charge

The Company will use the process described in Rule 3 of this tariff to determine the CIAC amount required in order to justify a requested extension of the Company's facilities. If it is determined that CIAC is required and the customer opts for SET payments, the CIAC will be recovered from the Customer through a monthly flat rate calculated as follows:

Formula: The formula for calculation of the commercial Rider SET monthly charge is as follows:

SET Charge = $\underline{SET principal [FIN(1+FIN)TIME]}$

[(1+FIN) TIME-1]

Where:

SET Principal = amount equal to the calculated contribution in aid of construction required from the

commercial Applicant(s).

FIN = Finance charges applied to SET Principal. This finance rate shall equal the overall weighted cost of capital authorized by the Commission for the Company in its most

recent base rate case plus a gross up for income taxes. To the extent that no overall weighted cost of capital was established in the most recent rate case, the weighted cost of capital reflected in the Company's most recent Distribution System

cost of capital reflected in the Company's most recent distribution system

Improvement Charge filing shall be utilized.

ISSUED: April 23, 2015 EFFECTIVE: April 24, 2015

SUPPLEMENT NO. 24 TO TARIFF GAS – PA PUC NO. 8 SECOND REVISED PAGE NO. 104 CANCELING FIRST PAGE NO. 104

PILOT RIDER SET SERVICE EXPANSION TARIFF ("SET") (cont.)

TIME

Represents the number of months over which the SET principal and applicable return will be recovered. This period will typically be 240 months, but may be a different period if otherwise agreed upon by the Applicant and the Company.

Residential Customer Service Expansion Charge

The Company will use the process described in Rule 3 of this tariff to determine the CIAC amount required in order to justify a requested extension of the Company's facilities. If it is determined that CIAC is required and the customer opts for the SET payments, the SET principal will be paid through a monthly flat fee of \$55. The monthly fee will continue to be charged until the SET principal for the Residential portion of each extension project has been paid.

Under this Rider, the residential Applicant(s) shall have the option to pay the cost of the applicant's portion of the service line through a fee of \$15 per month. The fee will be charged until the principal balance of customer owned service line costs for each project have been repaid.

Application of the Rider L Monthly Charge(s) As Follows:

The SET payments for all applicants of a specific extension project will be aggregated by class and applied first to finance charges (FIN) applied to the beginning of the month SET Principal for that class at the financing rate determined below. The remaining SET payment amounts will be applied to the beginning of the month SET principal until the original SET principal balance is paid in full.

For residential customers who opted for a monthly fee related to the applicant's portion of their service line, the monthly payment will be applied first to finance charges (FIN) applied to the beginning of the month unpaid service line principal for each project at the rate determined below. The remaining payment amount will be applied to the beginning of the month service line principal for each project.

SET Principal = the original CIAC amount for the extension as determined under Rule 3.

FIN

= Finance charges applied to SET Principal balance. This finance rate shall equal the overall weighted cost of capital authorized by the Commission for the Company in its most recent base rate case plus a gross up for income taxes. To the extent that no overall weighted cost of capital was established in the most recent rate case, the weighted cost of capital reflected in its most recent Distribution System Improvement Charge filing shall be utilized.

<u>Late-Payment Charge:</u> A late-payment charge of 1.25 percent per month for residential ratepayers and 1.50 percent per month for commercial 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 charges under this Rider.

(D)

ISSUED: June 3, 2015 EFFECTIVE: August 2, 2015

SUPPLEMENT NO. 89 TO TARIFF GAS – PA PUC NO. 8 TENTH REVISED PAGE NO. 105 CANCELLING NINTH PAGE NO. 105

(I)

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 8.2390% will apply as a credit for intrastate service to all customer bills rendered on and after January 1, 2023. 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.

(I) - Indicates Increase

ISSUED: December 1, 2022 EFFECTIVE: January 1, 2023

Original Tariff GAS — PA PUC No. 48 Cancels and Supersedes Tariff Gas – PA PUC No. 8 and 47

PEOPLES NATURAL GAS COMPANY LLC

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

ISSUED: December 29, 2023 EFFECTIVE: February 27, 2024

BY: Michael Huwar

President

375 North Shore Drive Pittsburgh, PA 15212

NOTICE

This tariff combines Tariff Gas – PA PUC No. 8 for the Peoples Gas Division and Tariff Gas – PA PUC No. 47 for the Peoples Natural Division. Upon approval of this Tariff Gas – PA PUC No. 48, all Peoples Natural Gas customers (including the former Peoples Gas and Peoples Natural 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. 48 ORIGINAL PAGE NO. 2

LIST OF CHANGES

Page	Page Description	Revision Description
2, 2A	List of Changes	List of Changes.
3,4	Summary of Rates	Summary of prices for each rate schedule and rider updated.
5	Table of Contents	Updated page numbers and added new sections.
	Description of	
12	Territory	Additional cities/boroughs and townships included.
	Description of	
13	Territory	Additional cities/boroughs and townships included.
	Description of	
14	Territory	Additional boroughs and townships included.
	Description of	
15	Territory	Additional boroughs and townships included.
	Description of	
17	Territory	Additional cities/boroughs included.
		Modified language for Application of Service to include specifics
18	Rules and Regulations	from the Peoples Gas tariff.
		Modified Rules of Deposit language to include language from the
19,20,21	Rules and Regulations	Peoples Gas tariff.
24	Rules and Regulations	"amortization or settlement" changed to "payment".
		Modified language to Nonliability of Company/Limitation of
25	Rules and Regulations	Liability and Measure of Gas.
		Billing and Payment language modified. Added US currency to
25	Rules and Regulations	specific type of payment and modified language on meter reads.
	_	Modified language for Billing and Payments to revise specifics using
26, 27	Rules and Regulations	the Peoples Gas tariff.
27	Rules and Regulations	Modified Authority of Agents language.
	Ĭ	Modified language for Emergency Curtailment to include specifics
29, 30, 31	Rules and Regulations	from the Peoples Gas tariff.
33	Rules and Regulations	Modified language to Service Agreement and Flexible Rates.
	Raies and Regulations	
26	Dulas and Degulations	Modified language to Complaint Procedures to remove Alleged
36	Rules and Regulations	Slamming Complaints details.
20	n la cale la	Modified Gas Quality details and added Nonconformance language
39	Rules and Regulations	from Peoples Gas tariff.
40	Residential Service	Customer and Delivery Charges updated.
	Customer Assistance	
41	Program	Removed language for CAP automatic enrollment.
	Customer Assistance	
42	Program	Removed language for payments towards arrearage.
	Pilot Extended	
	Customer Assistance	Revised description and removed language for payments towards
44	Program	arrearage.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 2A

LIST OF CHANGES

Page	Page Description	Revision Description
45	Small General Service	Customer and Delivery Charges updated. Transitional rates language removed.
47	Medium General Service	Customer and Delivery Charges updated. Transitional rates language removed.
49	Large General Service	Customer and Delivery Charges updated. Transitional rates language removed.
53	General Service - Transportation	"Dominion South Point" changed to " Eastern South".
55	General Service - Transportation	Customer Charges updated.
56	General Service - Transportation	Delivery Charges updated. Transitional rates language removed.
61,62	Mainline Service Rate	New Mainline Service Rate added.
64	Appalachian Gathering Service	Added Peoples Gas Division retainage rates.
67	State Tax Surcharge	Included details of rate calculation from Peoples Gas Tariff.
71	AVC Capacity Charge	AVC Capacity charges updated
75	Merchant Function Charge	MFC Percentage Rates updated.
76	Universal Service Rider	Removed Community Partnership for Weatherization and Universal Service call management.
78	Tax Repairs Surcredit	Updated language of Tax Repairs Surcredit.
79,80	Weather Normalization Adjustment	New Weather Normalization Adjustment Rider added.
84	TCJA Temporary Surcharge	Modified TCJA to include details that will only affect PG Division customers and updated surcharge.

		Rider Purchased	d Gas Costs		Base Rate	Rider	Rider	Rider 9	Supplier	Rider	Rider	Rider		Former Peoples Natural Gas	Former Peoples Gas Customers	Former Peoples Natural Gas	Former Peoples Gas Customers
	Capacity	AVC Capacity	GCA	Commodity	Charges	STAS	MFC		oice	USR	GPC	DSIC Charg	J P	RIDER TRS 3/	RIDER TCJA 4/	Total Rate	Total Rate
	(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)	(9)	(10)	(11)	50	(12)		(14=SUM 1 to 12)	(15=SUM 1 to 11 & 13)
Residential Sales	(-)	(2)	(3)	(-1)	(3)	0.00%		`	(0)	(3)	(10)		00%	-6.8414%	-2.2237%	(14-30)(11012)	(13-30111 to 11 & 13)
Customer Charge	-				\$ 21.5000		, 0	Ś	0.0037			4	- \$	(0.9920)		20.5117	\$ 21.1535
odotome: ond.80					<u> </u>			Τ	0.0007			т	<u> </u>	(0.0020)	(0.000_) +		Ψ 11.1333
Capacity	\$ 1.0301	\$ 0.6835					\$ 0.022	 6							<u> </u>	1.7362	\$ 1.7362
Price to Compare - PTC		7 0.0000	\$ -	\$ 2.9220			\$ 0.0643			:	\$ 0.0865)			Ś		
GCA Refund Credit Oct-Dec 2023	•		\$ (3.7904)	•			•	_									·
Delivery Charge			, , ,		\$ 5.6304					\$ 0.0140		\$.	- \$	(0.2710)	\$ (0.1506) \$		
State Tax Surcharge					•	\$ -								, ,	· · · · · · · · · · · · · · · · · · ·	-	\$ -
Total per MCF							\$ 0.0869	9							Ş	6.3920	\$ 6.5124
Small General Service (SGS)																	
Customer Charge	-																
0 to 499 MCF/Yr					\$ 25.0000			\$	0.0037			\$.	- \$	(1.3683)	\$ (0.7783) \$	23.6354	\$ 24.2254
500 to 999 MCF/Yr					\$ 50.0000			\$	0.0037			\$.	- \$	(2.7366)	\$ (1.4454) \$	47.2671	\$ 48.5583
														·			
1/ Capacity	\$ 0.4468	\$ 0.6604													ç	1.1072	\$ 1.1072
Price to Compare - PTC	\$ 0.5833		\$ -	\$ 2.9220			\$ 0.013	1		:	\$ 0.0865				Ç	3.6049	\$ 3.6049
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)												Ç	(3.7904)	\$ (3.7904)
Delivery Charge			•		\$ 4.5485							\$.	- \$	(0.1847)	\$ (0.1134) \$	4.3638	
State Tax Surcharge						\$ -									Ç	-	\$ -
Total per MCF	\$ 1.0301														¢	5.2855	\$ 5.3568
Medium General Service (MGS)																	
Customer Charge	-																
1,000 to 2,499 MCF/Yr					\$ 105.0000							\$.	- \$	(5.8152)	\$ (1.6678) \$	99.1848	\$ 103.3322
2,500 to 24,999 MCF/Yr					\$ 150.0000							\$.	- \$	(8.8938)	\$ (3.8915) \$	141.1062	\$ 146.1085
1/ Capacity	\$ 0.4468	\$ 0.4156													ţ	0.8624	\$ 0.8624
Price to Compare - PTC	\$ 0.5833		\$ -	\$ 2.9220			\$ 0.013	1			\$ 0.0865	; ;			¢	3.6049	\$ 3.6049
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)												¢	(3.7904)	\$ (3.7904)
Delivery Charge					\$ 3.8268							\$.	- \$	(0.1841)	\$ (0.1081) \$	3.6427	\$ 3.7187
State Tax Surcharge						\$ -									Ç	-	\$ -
Total per MCF	\$ 1.0301														¢	4.3196	\$ 4.3956
Large General Service (LGS)	_																
Customer Charge	_																
25,000 to 49,999 MCF/Yr					\$ 800.0000							\$.	- \$	(39.3381)	\$ (17.7896) \$	760.6620	\$ 782.2104
50,000 to 99,999 MCF/Yr					\$ 900.0000							\$.	- \$	(51.3105)	\$ (33.3555) \$	848.6895	\$ 866.6445
100,000 to 199,999 MCF/Yr					\$ 1,680.0000							\$.	- \$	(95.7796)	\$ (111.1850) \$	1,584.2204	\$ 1,568.8150
Over 200,000 MCF/Yr					\$ 1,920.0000							\$.	- \$	(109.4624)	\$ (166.7775) \$	1,810.5376	\$ 1,753.2225
1/ Capacity	\$ 0.1165	\$ 0.2047													¢	0.3212	
Price to Compare - PTC	\$ 0.9136		\$ -	\$ 2.9220			\$ 0.013	1		:	\$ 0.0865	5			¢	3.9352	\$ 3.9352
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)												ţ	(3.7904)	\$ (3.7904)
Delivery Charge																	
25,000 - 49,999 MCF/Yr					\$ 2.4602	\$ -						\$.	- \$	(0.1807)	\$ (0.0834) \$	2.2795	\$ 2.3768
50,000 - 99,999 MCF/Yr					\$ 2.4008							\$.	- \$	(0.1763)			
100,000 - 199,999 MCF/Yr					\$ 2.3934							\$.	- \$	(0.1758)			
200,000 to 749,999 MCF/Yr					\$ 2.3287	-						\$ -	- \$	(0.1710)			·
750,000 to 1,999,999 MCF/Yr					\$ 1.9866							\$.	- \$	· , , , , , , , , , , , , , , , , , , ,			•
Over 2,000,000 MCF/Yr					\$ 1.5319	\$ -						\$.	- \$	(0.1125)	\$ (0.0222) \$		
2/ Total per MCF	\$ 1.0301														\$	2.7455	\$ 2.8428

^{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 Rider TRS Surcharge applies to former Peoples Natural Gas Division customers.

^{4/} The Rider TJCA Temporary Surcharge applies to former Peoples Gas Division customers.

^{5/} In addition to the above listed rates the Weather Normalization Adjustment applies during October through May billing months.

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	Base Rate Charges	Rider STAS	Rider MFC	Rider USR	Rider Purch	nased Gas Costs AVC Capacity	Balancing Charge		ler Supplier Choice		Rider C Charge	Former Peoples Natural Gas RIDER TRS 3/	Former Peoples Gas Customers RIDER TCJA 4/	N	mer Peoples latural Gas Fotal Rate	С	er Peoples Gas ustomers Total Rate
	(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)	יונט	(9)	(10)	(11)		SUM 1 to 10)		JM 1 to 9 & 11)
Rate GS-T Residential	(1)	0.00%	(3)	(4)	(3)	(0)	(7)		(0)		0.00%	-6.8414%		•	301VI 1 to 10)	(13-30	JIVI I (O 9 & II)
Customer Charge	 \$ 21.5000	0.0070						\$	0.0037	\$		\$ (0.9920)			20.5117	\$	21.1535
customer enange	y 21.3000							<u> </u>	0.0037	<u> </u>		y (0.5520)	(0.3302	·) Y	20.3117	Υ	21.1333
Capacity			\$ 0.0226		\$ 1.0301	\$ 0.6835								\$	1.7362	\$	1.7362
Delivery Charge	\$ 5.6304		,	\$ 0.0140						\$	-	\$ (0.2710)) \$ (0.1506		5.3734		5.4938
State Tax Surcharge		\$ -		· ·									,	\$		\$	-
Total per MCF		· ·												\$	7.1096	\$	7.2300
Rate GS-Transportation SGS																	
Customer Charge																	
0 to 499 MCF/Yr	\$ 25.0000							\$	0.0037	\$	-	\$ (1.3683)) \$ (0.7783	s) \$	23.6354	\$	24.2254
500 to 999 MCF/Yr	\$ 50.0000							\$	0.0037	\$	-	\$ (2.7366)) \$ (1.4454	.) \$	47.2671	\$	48.5583
1/ Capacity/BB&A						\$ 0.6604	\$ 0.4468							\$	1.1072	\$	1.1072
Delivery Charge	\$ 4.5485					·	·			\$	-	\$ (0.1847)) \$ (0.1134	.) \$	4.3638		4.4351
State Tax Surcharge		\$ -											·	\$	-	\$	-
Total per MCF														\$	5.4710	\$	5.5423
Rate GS-Transportation MGS																	
Customer Charge	<u> </u>																
1,000 to 2,499 MCF/Yr	\$ 105.0000									\$	-	\$ (5.8152)) \$ (1.6678	3) \$	99.1848	\$	103.3322
2,500 to 24,999 MCF/Yr	\$ 150.0000									\$	-	\$ (8.8938)) \$ (3.8915) \$	141.1062	\$	146.1085
1/ Capacity/BB&A						\$ 0.4156	\$ 0.4468							\$	0.8624	\$	0.8624
Delivery Charge	\$ 3.8268									\$	-	\$ (0.1841)) \$ (0.1081	.) \$	3.6427	\$	3.7187
State Tax Surcharge		\$ -												\$	-	\$	-
Total per MCF														\$	4.5051	\$	4.5811
Rate GS-Transportation LGS																	
Customer Charge																	
25,000 to 49,999 MCF/Yr	\$ 800.0000									\$	-	\$ (39.3381)	·		760.6620		782.2104
50,000 to 99,999 MCF/Yr	\$ 900.0000									\$	-	\$ (51.3105)	·	-	848.6895		866.6445
100,000 to 199,999 MCF/Yr	\$ 1,680.0000									\$	-	\$ (95.7796)	•		1,584.2204		1,568.8150
Over 200,000 MCF/Yr	\$ 1,920.0000									\$	-	\$ (109.4624)) \$ (166.7775	5) \$	1,810.5376	\$	1,753.2225
1/ Capacity/BB&A						\$ 0.2047	\$ 0.1165							\$	0.3212	\$	0.3212
Delivery Charge	<u> </u>	<u> </u>										d /c	10.00=	٠. ٢	2 2 2 2 2 2	<u> </u>	2.27.22
25,000 - 49,999 MCF/Yr	\$ 2.4602	-								<u> </u>	-	\$ (0.1807)	•		2.2795		2.3768
50,000 - 99,999 MCF/Yr	\$ 2.4008									<u>ې</u>	-	\$ (0.1763)	•		2.2245		2.3174
100,000 - 199,999 MCF/Yr	\$ 2.3934	\$ -								<u>ې</u>	-	\$ (0.1758)			2.2176		2.3712
200,000 to 749,999 MCF/Yr	\$ 2.3287									۶ د	-	\$ (0.1710)	•		2.1577 1.8407		2.3065
750,000 to 1,999,999 MCF/Yr	\$ 1.9866	\$ - ¢								ې د	-	\$ (0.1459)	•	•	1.8407		1.9644 1.5097
Over 2,000,000 MCF/Yr 2/ Total per MCF	\$ 1.5319	γ -								ې		\$ (0.1125)) \$ (0.0222	., ə	2.6007		2.6980
2/ TOTAL PEL INICE														Ą	2.0007	ې	2.0360

^{1/} The Capacity Charge applies to Priority 1 ratepayers when electing transport service. All other Ratepayers are billed the Balancing 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 Rider TRS Surcharge applies to former Peoples Natural Gas Division customers.

^{4/} The Rider TJCA Temporary Surcharge applies to former Peoples Gas Division customers.

^{5/} In addition to the above listed rates the Weather Normalization Adjustment applies during October through May billing months.

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ISSUED: December 29, 2023

EFFECTIVE: February 27, 2024

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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 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.

<u>Daily Consumption Volume</u> – The quantity of gas estimated by the Company to be consumed by the customer on any day.

Day – 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.

Gas Cost Adjustment Charge – 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. 48 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.

Small Business Customer – 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.

- (C) Indicates change.
- (D) Indicates decrease.
- (I) Indicates increase.

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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.

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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.

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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 and Rate E-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.

GAS-PA PUC NO. 48 **ORIGINAL PAGE NO. 11**

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

Chalfant

East Pittsburgh

Edgewood

Cities and Boroughs

Aspinwall **Emsworth** Port Vue Avalon Etna Rankin Baldwin Forest Hills Rosslyn Farms Sewickley Heights Bellevue Fox Chapel Franklin Park Sewickley Hills Ben Avon Glassport Sharpsburg Ben Avon Heights Springdale Greentree Bethel Park Heidelberg Swissvale Blawnox Braddock Homestead Tarentum **Braddock Hills** Ingram Thornburg Brackenridge Jefferson Trafford **Brentwood** Jefferson Hill Turtle Creek Bridgeville Liberty Verona Carnegie Lincoln Versailles Wall

Cheswick McKees Rocks West Elizabeth Churchill Millvale West Homestead Monroeville Clairton West Mifflin Coraopolis Mt. Oliver West View Crafton Whitaker Munhall Whitehall Dormont North Braddock Dravosburg Oakmont White Oak Duquesne Penn Hills Wilkinsburg East McKeesport Pitcairn Wilmerding

McKeesport

Elizabeth Plum

Townships

Pittsburgh

Pleasant Hills

Aleppo Kilbuck Scott Marshall Collier Shaler Crescent McCandless South Fayette South Park East Deer Moon South Versailles Elizabeth Mt. Lebanon North Fayette Fawn Springdale North Versailles Stowe Findlay O' Hara Upper St. Clair Forward West Deer Frazer Ohio

Hampton Pine Harmar Reserve Harrison Richland Indiana Robinson Kennedy Ross

ISSUED: December 29, 2023 EFFECTIVE: February 27, 2024

Wilkins

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DESCRIPTION OF TERRITORY

ARMSTRONG COUNTY

Cities and Boroughs

Manorville Apollo Ford City Applewold Ford Cliff North Apollo Atwood Freeport Parker City Dayton Kittanning Rural Valley Elderton Leechburg West Kittanning Worthington

Townships

Bethel Kiskiminetas Rayburn Redbank Boggs Kittanning **Bradys Bend** Madison South Bend Burrell Mahoning South Buffalo Cadogan Manor Sugarcreek Valley Cowanshannock North Buffalo East Franklin Parks Washington Wayne Gilpin Pine West Franklin Hovey Plumcreek

BEAVER COUNTY

Cities and Boroughs

Monaca Shippingport Aliquippa Beaver Ohioville South Heights

Industry Midland

Townships

Brighton Hopewell Potter Independence Center Raccoon Marion Chippewa South Beaver Darlington **New Sewickley** Vanport

Franklin

BLAIR COUNTY

Cities and Boroughs

Duncansville Altoona Tyrone

Hollidaysburg Bellwood

Townships

Allegheny Frankstown Logan Antis Greenfield Snyder

Blair

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DESCRIPTION OF TERRITORY

BUTLER COUNTY

Boroughs

Bruin Fairview Sarver **Butler** Harmony Saxonburg Callery Mars Seven Fields Connoquenessing Petrolia Slippery Rock Portersville Valencia East Butler **Evans City Prospect** Zelienople Zelienople

Townships

AdamsDonegalMuddycreekBuffaloFairviewOaklandButlerForwardParkerCenterFranklinPenn

CherryJacksonSlippery RockClintonJeffersonSummitClearfieldLancasterWashingtonConcordMarionWinfieldConnoquenessingMiddlesexWorth

Cranberry

CAMBRIA COUNTY

Cities and Boroughs

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

<u>Townships</u>

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

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DESCRIPTION OF TERRITORY

CLARION COUNTY

Boroughs

Sligo

Townships

Clarion Monroe Redbank Limestone Piney Toby Madison Porter

CLEARFIELD COUNTY

Townships

Bell Burnside

FAYETTE COUNTY

Boroughs

Belle Vernon Fairchance Point Marion

Fayette City Masontown

Townships

FranklinMenallenSpringhillGeorgesNorth UnionStewartGermanPerryWashingtonJeffersonSaltlickWharton

Luzerne South Union

GREENE COUNTY

Boroughs

Carmichaels Jefferson Waynesburg

Clarksville Mather

Townships

AleppoGreeneRichhillCenterJacksonSpringhillCumberlandJeffersonWashingtonDunkardMonongahelaWayneFranklinMorganWhiteley

Freeport Morris Gilmore Perry

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DESCRIPTION OF TERRITORY

INDIANA COUNTY

Boroughs

Blairsville **Homer City** Creekside Indiana **Ernest Marion Center** Glen Cambell Plumville

Townships

Cherryhill Pine Armstrong Conemaugh Rayne Banks

East Mahoning South Mahoning Black Lick East Wheatfield Washington Brush Valley West Mahoning Buffington Grant West Wheatfield Burrell Home

White Canoe Montgomery North Mahoning Center Young

JEFFERSON COUNTY

Boroughs

Timblin Worthville Big Run

Punxsutawney

Townships

Knox Ringgold Beaver Rose Bell McCalmont Union Clover Oliver Eldred Perry Warsaw Pine Creek Gaskill Washington Henderson Porter Winslow

Young

Saltsburg

Shelocta

Smicksburg

LAWRENCE COUNTY

Boroughs

Enon Valley New Wilmington Volant

Townships

Hickory Pulaski Wilmington

Little Beaver Scott

Neshannock Washington

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Wilmington

Wolf Creek

DESCRIPTION OF TERRITORY

MERCER COUNTY

Boroughs

Grove City Sandy Lake Stoneboro

Pine

Townships

East Lackawannock

Findley Sandy Lake

Lake Shenango Liberty Springfield

SOMERSET COUNTY

Boroughs

Boswell Seven Springs

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 CreekMt. PleasantSmithEast BethlehemNorth BethlehemUnion

East Finley North Strabane West Bethlehem East Pike Run Nottingham West Pike Run

Fallowfield Peters

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DESCRIPTION OF TERRITORY

WESTMORELAND COUNTY

Cities and Boroughs

AdamsburgJeannetteNew DerryArnoldLatrobeNew KensingtonAvonmoreLigonierNorth Belle Vernon

Bolivar Lower Burrell North Irwin Delmont Manor Oklahoma

Derry McCullough South Greensburg
East Vandergrift Monessen Southwest Greensburg

Export Murrysville Trafford
Greensburg New Alexandria Vandergrift
Hunker New Florence West Leechburg
Hyde Park
Irwin Youngwood

Townships

Allegheny Ligonier

Bell Lower Burrell St. Clair
Derry Loyalhanna Salem

Donegal Mt. Pleasant South Huntingdon

East Huntingdon North Huntingdon Unity

Fairfield Penn Upper Burrell Hempfield Rostraver Washington

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 application information required from a residential Applicant shall include but not be limited to complete name and contact information, including all members of the household, employment information and landlord contact information, if Applicant is renting the service address. The Company may request verification of the identity of Applicant and other adult occupants of service address in the form of government issued photo ID (i.e., driver's license) or two alternative forms of identification, one of which must be a photo ID. 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, skiptracing 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. Acceptance of service by a Customer shall constitute an agreement to accept service under the Rules and Regulations of this Tariff, as amended from time to time, the orders and regulations of the Commission and the applicable laws of the Commonwealth of Pennsylvania.

The Company may decline or refuse to serve an Applicant for any of the following reasons:

- The Applicant has failed to comply with state and municipal regulations governing gas service, including the Commission's regulations, and the approved Rules and Regulations of the Company contained in this Tariff and any supplement thereto.
- ii. The Company does not have adequate facilities in place to render the service desired or if rendering such service would adversely affect service to the Company's existing Customers.
- iii. The Applicant's installation of piping or gas equipment is, in the Company's judgment, hazardous, not installed by qualified personnel or of such character that safe and adequate service cannot be delivered.
- iv. An extension of Company facilities is required and the Applicant refuses to pay the required contribution inaid-of-construction as calculated in accordance with Rules and Regulations.
- v. Amounts due for service to Applicant at a previous location have not been paid or covered by a payment agreement as outlined under Commission regulations.
- vi. Where the requested service may need to be delivered from non-jurisdictional gathering pipeline facility.
- vii. The Applicant has another source of gas supply separately delivered or available to the structure(s) or building(s) where the Company's gas service is desired, such that the gas supplied by the Company would be commingled with the separately delivered gas supply, contrary to Company policy against commingled gas.

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

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RULES AND REGULATION

2. CHARACTER OF SERVICE

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

3. RULES FOR DEPOSIT

RESIDENTIAL CUSTOMERS

- A. A deposit from a Customer shall conform to the requirements of all applicable Commission regulations and statutory requirements. Deposits required by the Company for services under this Tariff shall not be based on unpaid charges for gas supply services provided by an NGS.
- B. The Company may also require a security deposit from an Applicant if any of the following conditions exist:
 - 1) The Applicant was a residential distribution service Customer of the Company 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 utility 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 utility service.
 - 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 which endanger the safety of a person or the integrity of the Company's gas delivery system.
 - 2) The Applicant is unable to establish creditworthiness to the satisfaction of the Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that fall within the range of general industry practice.
 - 3) The Applicant has failed to comply with any material term or condition of a settlement or payment agreement.
- C. If an Applicant is required to post a security deposit, the Applicant may, in the alternative:
 - 1) Furnish a written guaranty from a third party, which can, to the Company's satisfaction, establish credit in Applicant's favor sufficient to assure payment to the Company upon demand of an amount equal to that which would otherwise be required in a security deposit.

A written guaranty in a form acceptable to the Company must be received by the Company prior to commencement of utility service to any Applicant who elects the foregoing alternative to the posting of a security deposit.

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3. RULES FOR DEPOSIT (continued)

- D. The Company may require an existing or terminated Customer to post a security deposit in order to reestablish credit under any of the following circumstances, after giving the Customer due notice of its intention to require a security deposit in accordance with prevailing Commission regulations:
 - 1) The existing Customer has been delinquent on any two (2) consecutive bills or three (3) or more bills within the preceding twelve (12) month period.
 - 2) The existing Customer has failed to comply with a material term or condition of a settlement or payment agreement, as defined in applicable Commission regulations.
 - 3) The Customer's utility service has been terminated and the Customer desires reconnection.
- E. When the Company requires a security deposit from an Applicant or Customer, the due date for the payment of such security deposit will be in accordance with the applicable Commission regulations.
- F. A security deposit may be required in an amount equal to twice the average estimated monthly bill of the Applicant. This estimate shall be based upon prior consumption for like service at the subject premises, wherever available. Should the character or degree of the Customer's usage materially change, or if it is established clearly that either will materially change in the immediate future, the amount of the deposit may be adjusted at the request of either the Company or the Customer.
- G. 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. Such interest will be credited to the Customer's account at the end of each year after the date of the deposit and if return of deposit results in a credit balance on the account, the credit may be returned to customer in the form of a refund check.
 - H. The Company shall refund or apply to a Customer's outstanding balance any security deposit held, plus accrued interest, under the following conditions:
 - 1) Upon discontinuance or termination of service.
 - 2) After a Customer has paid bills for utility service in full and on time for twelve (12) consecutive months.
 - 3) At the option of the Company, a security deposit including accrued interest may be refunded in whole or in part at any time earlier than the time stated in this Rule.
 - 4) After the Company has held the Customer deposit for a maximum of 24 months, if none of the above conditions are met.
- I. When a security deposit is refunded or applied against an existing account balance, the Company will provide the Customer with a written statement showing the amount of the deposit, the accrued interest thereon, the application of the deposit to any prior or current utility service account balance(s) and the remaining balance(s). Any refunded deposit, together with accrued interest, shall be paid to the Customer.

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3. RULES FOR DEPOSIT (continued)

NON-RESIDENTIAL CUSTOMERS

- A. The Company reserves the right to require a security deposit for all services to be supplied, or to require an increase in an existing deposit if there is an increase in the monthly bill for services rendered. The Company further reserves the right to apply such deposit to bills previously incurred by the Customer under the existing or any previous utility service contract with the Company.
- B. A deposit may be required from a Customer in an estimated amount equal to twice the average of the three (3) highest monthly bills anticipated during the succeeding twelve (12) month period. Such estimate shall be made from the record of service rendered to the same premises during the last twelve (12) months of use, whether by Customer or by a prior occupant of the premises, adjusted to recognize the extent of the proposed use as compared with the past use thereof. If there is no prior record of service rendered to the premises, an estimated deposit shall be calculated by the Company based upon the Customer's proposed use of utility service to be provided.
- C. All non-residential Customer security deposits shall bear interest at the rate of six percent (6%) per annum, without deduction for any taxes thereon. Interest will be credited at the end of each year after the date of the deposit to the Customer's account and applied against the oldest unpaid bill. Upon final discontinuance or termination of utility service, any security deposit and accrued interest remaining with respect to said discontinued or terminated account will be first applied against the unpaid account balance, if any, with the remainder to be refunded to the Customer restricted in accordance with the Customer's direction.

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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.

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RULES AND REGULATIONS

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

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.

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 payment 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 residential customers with household incomes at or below 250% of the federal poverty level except for: 1) customers whose actions are grounds for immediate termination, as described above, and 2) any person receiving gas service as a User without Contract. The Company will use financial information from the customer provided within the most recent twelve month period to determine if a customer exceeds the 250% federal poverty level.

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. This fee is waived for customers at or below 150% of the federal poverty level. The turn-on fee for Commercial customers is \$114. 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/LIMITATION OF LIABILITY

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. The Company shall not be liable for any injury to person or property arising from the use of gas by or the supply of gas to the Customer which is not the result of negligence solely on the part of the Company.

In no event shall the Company be liable for incidental, indirect, special or consequential damages, including loss of use or profit or loss of business. The liability of the Company to customers or other persons for damages other than incidental, indirect, special or consequential damages, including loss of use or profit or loss of business 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 the damages occurred. These limitations shall apply whether the claim is pleaded in contract or in tort, including negligence and strict liability in tort.

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, or the property or lot line if there is no curb valve, of the service pipes which connect 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 .

All meters shall be owned by the Company. All such meters and any regulators installed in connection therewith shall be open to inspection at reasonable times by both the Company and the Customer for the purpose of seeing that they are in good condition. If, at any time after installation of any meter or regulator, conditions change so that its location becomes unsuitable, the Company shall have the right to move the meter or regulator to a suitable place at the expense of the Customer or property owner. 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 Company shall refund the charge for such test.

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RULES AND REGULATIONS

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.

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 using US currency 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 strives to read the meter once every month, but may read every other month. 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

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RULES AND REGULATIONS

10. BILLING AND PAYMENT (continued)

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.

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. The Company may estimate the final reading if the Company's actual read parameters have been met in previous months. Upon request, the customer may submit a customer meter reading, or request the Company 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.

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 \$26.

11. AUTHORITY OF AGENTS

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

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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.

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RULES AND REGULATIONS

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.

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.

As part of the emergency planning process, the Company shall attempt to make every responsible effort to make contractual or informal arrangements with their sales Customers, transportation Customers, and others to obtain supplies or, as an alternative, to implement voluntary and/or mandatory usage reductions so that resorting to firm service

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RULES AND REGULATIONS

17. EMERGENCY CURTAILMENT (continued)

reductions or curtailments under applicable Commission regulations can be avoided, and severe supply or capacity disruptions can be mitigated. The Plan is designed to minimize the potential for supply shortfalls that threaten public health and safety, not to make up for inadequate performance by individual parties.

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.

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%

Greater than 110%

The higher of \$10 per Mcf or 110% of the highest cost gas supply purchased by the Company during the month of usage.

The higher of \$25 per Mcf or 125% of the highest cost gas supply purchased by the Company during the month of usage.

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.

Utility Liability

The Company may restrict or discontinue service in accordance with 52 PA Code, Sections 59.72 through 59.75 of the Emergency Plan Regulations without thereby incurring any penalty or liability for any loss, injury or expense that may be sustained by the Customer, except when the restriction or discontinuation of service is as a result of the Company's willful or wanton misconduct.

The Company's liability for actions taken under 52 PA Code, Section 59.73, or pursuant to any other regulation, policy statement, directive or Order issued by the Commission, or an emergency order issued by the Governor, shall be governed by the following principles:

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RULES AND REGULATIONS

17. EMERGENCY CURTAILMENT (continued)

- 1) If the Company appropriates natural gas during an emergency action, the Company will compensate the applicable entity, whether the Customer or the Customer's NGS, for the cost of lost, firm gas service. The compensation, in the aggregate, shall equal but not exceed the greater of the city gate cost of the appropriated natural gas, including transportation charges up to the Company's city gate, or the reasonable cost actually paid by the Customer for delivered substitute energy, as documented to the Company. The Company may provide compensation in kind only at the discretion of the affected Customer or NGS.
- 2) The Company will have the right to discontinue service, for the duration of an emergency, to a Customer that continues to take gas in violation of these rules.

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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RULES AND REGULATIONS

17. EMERGENCY CURTAILMENT (continued)

Appendix A to Rule 17

DEFINITIONS FOR TERMS USED IN EMERGENCY CURTAILMENT

- 1. Alternate Fuel: Any fuel other than natural gas.
- 2. <u>Alternate Fuel Capability</u>: 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.
- 5. <u>Essential Human Needs Use</u>: 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., firm large commercial and industrial requirements for plant protection, and operational facilities of electric distribution companies.
- 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 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) maximum 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 (including electricity), for economic development purposes, for service to new facilities, or for existing customers that install new technologies utilizing natural gas such as but not limited to: fuel cells, gas heat pumps and cooling, and Combined Heat and Power (CHP) project(s). 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. Electricity delivered by an electric distribution company shall constitute a competitive alternative. 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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RULES AND REGULATIONS

25. <u>SELECTION OF NGS</u>

- 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 responself 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.

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RULES AND REGULATIONS

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:
 - i. 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 Customer, 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) 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.
- (c) Thirty hundredths (0.3) grains of hydrogen sulfide per 100 cubic feet.
- (d) Ten (10) grains of total sulfur per 100 cubic feet.
- (e) Two tenths (0.2) percent by volume oxygen.
- (f) No more than (5) percent Hydrogen.

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.

Nonconformance – If the gas offered for delivery by a producer, Customer and/or its NGS shall fail at any time to conform to any of the specifications set forth herein, then the Company shall notify the Customer, producer and/or NGS of such deficiency and may at the Company's option refuse to accept delivery pending correction by the Customer, producer or NGS. Should any substances not in conformity with the quality standards specified herein enter the Company's facilities and cause damage to gas meters, regulators and/or other equipment, or interruption of service, Customer, Producer and/or NGS 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, and/or repair facilities, of its Customers, including payments made by the Company to Customers in settlement of claims arising out of interruption of gas service.

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 or the customer's income is at or below 150% of the federal poverty level, the fee will be waived. The fee for this service is \$75. This fee is not applicable to foreign load investigations.

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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 \$21.50

Delivery Charge per Mcf \$5.6304

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, 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.

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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	4%
В	5%
С	6%

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.

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 with earned income must recertify income eligibility biennially. Customers with only certain fixed incomes, such as social security, pension and disability must recertify income eligibility triennially. Customers reporting zero income using the Company's zero income form must recertify within 6 months.
- 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 may 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 in the Company's Universal Service and Energy Conservation Plan. 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.

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.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 45

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.

RATE TABLE

Customer Charge per meter per month:

For customers with annual consumption less than 500 Mcf \$25.00

For customers with annual consumption equal to or

greater than 500 Mcf but less than 1,000 Mcf \$50.00

Delivery Charge per Mcf \$4.5485

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.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 46

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.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 47

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.

RATE TABLE

Customer Charge per meter per month:

For customers with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf

\$105.00

For customers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf

\$150.00

Delivery Charge per Mcf

\$3.8268

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.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 48

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.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 49

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.

RATE TABLE

Customer Charge per meter per month:

For customers with annual consumption equal to or greater than 25,000 Mcf but	
less than 50,000 Mcf	\$800.00
For customers with annual consumption equal to or greater than 50,000 Mcf but	
less than 100,000 Mcf	\$900.00
For customers with annual consumption equal to or greater than 100,000 Mcf but	
less than 200,000 Mcf	\$1,680.00
For customers with annual consumption equal to or greater than 200,000 Mcf	\$1,920.00
Delivery Charge per Mcf	
For customers with annual consumption equal to or greater than 25,000 Mcf but	
less than 50,000 Mcf	\$2.4602
For customers with annual consumption equal to or greater than 50,000 Mcf but	
less than 100,000 Mcf	\$2.4008
For customers with annual consumption equal to or greater than 100,000 Mcf but	
less than 200,000 Mcf	\$2.3934
For customers with annual consumption equal to or greater than 200,000 Mcf but	
less than 750,000 Mcf	\$2.3287
For customers with annual consumption equal to or greater than 750,000 Mcf but	
less than 2,000,000 Mcf	\$1.9866
For customers with annual consumption equal to or greater than 2,000,000 Mcf	\$1.5319

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.

GAS—PA PUC NO. 48 ORIGINAL PAGE NO. 50

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 5.9 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, Eastern South 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, Eastern South 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 for small and medium general service customers and for large general service customers. This rate will be recalculated in each of the Company's annual 1307(f) gas cost proceedings. The currently effective balancing charges are reflected on Tariff Page Nos. 3 and 4.

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.

\$21.50	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.
\$50.00	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.
\$105.00	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.
\$150.00	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.
\$800.00	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.
\$900.00	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
\$1,680.00	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.
\$1,920.00	Customer Charge per month per meter for NGDC customers with annual consumption greater than 200,000 Mcf annually.

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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 Residential Service Customers	\$5.6304
For Small General Service Customers	\$4.5485
For Medium General Service Customers	\$3.8268
For Large General Service Customers with annual consumption greater than 25,000 Mcf but less than 50,000 Mcf	\$2.4602
For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf	\$2.4008
For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf	\$2.3934
For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf	\$2.3287
For Large General Service Customers with annual consumption greater than 750,000 Mcf. but less than 2,000,000 Mcf	\$1.9866
For Large General Service Customers with annual consumption greater than 2,000,000 Mcf	\$1.5319

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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. 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

<u>AVAILABILITY</u>

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	\$1.0301
SGS Capacity Charge per Mcf	\$1.0301
MGS Capacity Charge per Mcf	\$1.0301
LGS Capacity Charge per Mcf	\$1.0301

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 MLS MAINLINE SERVICE RATE

APPLICATION

For customers throughout the territory served under this Tariff.

REQUIREMENTS

Available at one location, for the total requirements of a commercial or industrial customer when: (i) the customer does not take service under any other rate schedule; (ii) the Customer meets either one of the following qualifications:

- a) the Customer has annual throughput requirements greater than 500,000 mcf and is within 1,000 feet of an Interstate pipeline supplier of the Company;
- b) the Customer has annual throughput requirements of greater than 500,000 mcf and Is located within 1,000 feet of PNG Transmission class pipeline facilities.

Customers who take service under this rate schedule are entitled to firm retail gas service from the Company.

RATE

Customers being served with this rate schedule shall have all applicable riders and surcharges applied except for DSIC.

The rate information is detailed in the Rate Summary pages of this Tariff.

The applicable Distribution Charge for all distribution quantities shall be determined based upon the Customer Charge group in which the Customer is placed, as established annually.

The Distribution Charge may be flexed in accordance with the Flexible Rate Provisions set forth in the Rules and Regulations of this Tariff.

Delivery Charge per Mcf (if within 1,000 feet of a PNG transmission line) \$0.7430 Delivery Charge per Mcf (if within 1,000 feet of an interstate pipeline) \$0.4422

DETERMINATION OF CUSTOMER CHARGE

The Customer Charge will be determined based upon the customer's actual throughput quantities, including sales and distribution if the customer previously contracted for distribution service, measured in 1,00 cubic feet of gas (mcf), for the twelve most recent billing cycles ending with the October billing cycle.

If a customer does not have sufficient consumption history to determine its Customer Charge based on twelve months, the Customer Charge will be developed by annualizing the consumption history available. In the instance where a customer has no consumption history, the Company will request the customer to submit estimated annual gas requirements, upon which to develop the Customer Charge. The Company in all cases retains the right to review and modify the customer's estimate where necessary. A customer's Customer Charge will remain constant annually, subject to change as of the January billing cycle of each year.

In all cases, the Company reserves the right to review the Customer Charge and, upon receipt of satisfactory proof, to adjust the Customer Charge to reflect the installation and use of energy efficient gas burning equipment, or the implementation of energy conservation practices or measures, which results in a measurable permanent change in the customer's requirement or consumption.

MAIN LINE EXTENSION DEPOSIT INSTALLMENT PLAN

Applicants eligible for Rate Schedule MLS who have entered into an agreement with the Company to make payments for a main line extension pursuant to the Payment Period of Deposit paragraph in the Connections for Service – Extension of Facilities section of Rule 4. Extensions of these Rules and Regulations Governing the Distribution and Sale of Gas, will have the installment amount included in the cyclical bill for service issued by the Company. The installment amount will be added to the Customer Charge for the duration of the installment payment plan.

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RATE MLS MAINLINE SERVICE RATE

MINIMUM CHARGE

The minimum charge shall be the Customer Charge. In the event of curtailment in the delivery of gas by the Company or complete or partial suspension of operation by the customer due to strikes, fires, floods, explosions or other similar casualties, the Customer Charge shall be reduced in direct proportion to the ratio which the number of days of curtailed service or complete or partial suspension of operation bears to the number of days in the billing period.

STATE TAX ADJUSTMENT SURCHARGE

The charges described in this rate schedule are subject to a State Tax Adjustment Surcharge as set forth in the tariff.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

Rate MLS is subject to a Distribution System Improvement Charge as specified within Rider DSIC of this Tariff.

RIDER PGC

The Pass-through Charge and Gas Supply Charge in this rate schedule include recovery of purchased gas costs pursuant to the Purchased Gas Cost Rider as set forth in this Tariff.

TERMS OF PAYMENT

Bills for sales service will be rendered monthly and are due and payable upon presentation. All bills shall be paid on or before the final date of payment shown on the bill, which date shall not be less than twenty (20) days after presentation (date of postmark).

If the customer fails to pay the full amount of any bill, a delayed payment penalty charge of one and one half percent (1 1/2%) per billing cycle shall accrue on the portion of the bill that is unpaid on the due date.

SPECIAL PROVISIONS APPLICABLE TO ALL MLS CUSTOMERS

- 1. Customers desiring to transfer to or from this rate schedule must notify the Company in writing. Transfers to or from this rate schedule will be allowed only if:
 - a) the Company can obtain any increase or decrease in its gas supplies, pipeline capacity and storage capacity, or any combination thereof that is required to accommodate such change; or
 - b) the Company, in its sole judgment, concludes that no increase or decrease is required. The Company shall establish the date any transfer is to be effective.
- 2. Energy usage eligibility for this rate schedule shall be determined annually. In the event Customer's annual purchases are less than or equal to 500,000 mcf, the customer shall be transferred to either Rate LGS effective the immediately succeeding January billing cycle.
- 3. New customers or existing customers requesting a transfer to this Rate Schedule shall be permitted to take service under this Rate Schedule only if:
 - a) the Company can obtain an increase in its firm pipeline capacity with an interstate pipeline having delivery points on the Company's system where the customer's facility is located, that is required to accommodate such transfer; or
 - b) the Company, in its sole judgment, concludes that no increase in the Company's pipeline capacity under an interstate pipeline firm rate schedule or any successor rate schedule is required. The Company shall establish the date any transfer is to be effective.

RULES AND REGULATIONS

The Rules and Regulations Governing the Distribution and Sale of Gas of this Tariff, which are not inconsistent with the provisions of this rate schedule, shall govern, where applicable, the supply of distribution service under 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 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 or private 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 is \$0.26 per Mcf, plus applicable retainage**.

If a conventional producer adds incremental conventional production to the Peoples' system, that producer's incremental production shall qualify for a reduced Rate AGS fee equal to 50% of the effective monthly Rate AGS fee.

Incremental conventional production is any conventional production that is not connected to the Company's facilities as of June 15, 2019 and shall not include any existing production delivered to Peoples' system and subsequently acquired by the producer from any other producer. Incremental conventional production shall also include increased production volumes from existing conventional wells as a result of well stimulation or similar actions. The level of incremental production volumes from existing wells shall be determined by the Company based on supporting information provided to the Company by the producer.

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.

- * This applies to production into both the former Peoples Natural Gas Division and Peoples Gas Division.
- ** The current applicable retainage rate is 2.3% for all conventional production on the former Peoples Natural Gas Division, 3.4% on the former Peoples Gas Division and is negotiable for unconventional production.

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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 percent applied to the delivery charge under all rate schedules served by this tariff to reflect changes and new taxes imposed by the General Assembly. The currently effective surcharge percentage is reflected on Tariff Page Nos. 3 and 4.

The Company will recompute the surcharge (i) whenever any of the state tax rates upon which the surcharge is computed are changed and (ii) as of March 31 of every year. The recomputation shall take into account the changed state tax rates as prescribed by the Commission (Policy Statement at 52 Pa. Code § 69.52) in the following manner:

- Capital Stock Tax ("CST"): To determine the amount to be recovered, the Company shall multiply
 the change in the CST tax rate by the CST value as reported in the most recent CST return filed
 with the Department of Revenue.
- 2. Corporate Net Income Tax ("CNIT"): To determine the amount to be recovered, the Company shall multiply the change in the CNIT tax rate by the taxable income reported in the most recent CNIT return filed with the Department of Revenue. Pursuant to Docket No. R-2023-3044549, impacts of change in the CNI rate should not be adjusted for as the company did not recover state taxes in the referenced proceeding.
- 3. Public Utility Realty Tax ("PURT"): To determine the amount to be recovered, the Company shall calculate the difference between the PURT liability as stated in the most recent Notice of Determination issued by the Department of Revenue and the current amount of PURT recovered in base rates.

Every recomputation made pursuant to the above paragraph shall be submitted to the Commission within ten (10) days after the occurrence of the event or effective date of such state tax rate change, which occasioned such recomputation. If the recomputed surcharge is less than the one than in effect then the Company will, and if the recomputed surcharge is more than the one then in effect then the Company may, accompany such recomputation with a Tariff or Supplement to reflect such recomputed surcharge - the effective date of which shall be ten (10) days after filing.

SPECIAL PROVISION – This Rider shall not apply to Customers receiving discounted retail or discounted transportation service.

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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 (0.01ϕ) in accordance with the formula set forth below:

Demand = $\underline{DC - B - R - DOU}$

S+P1AC+SBC

Commodity = <u>CC</u>

S+SBR

Over/Under Collection = E

AVC Capacity 1/ = AVC - AVCOU S+P1AC+NP1

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

The currently effective purchased gas cost rates are reflected on Tariff Pages 3 and 4.

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.1

"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.

"Projected" refers to 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.

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.

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 Tariff Page Nos. 3 and 4 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.

Rate Class	Initial AVC Charge
Residential	\$0.6835
SGS	\$0.6604
MGS	\$0.4156
LGS	\$0.2047

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.

The currently effective Supplier Choice Charge per Month is reflected on Tariff Page Nos. 3 and 4.

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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 2.200% times the gas cost charges as set forth in Peoples' Rider Purchase Gas Cost. The current MFC applicable to Rate RS customers is shown on Tariff Page Nos. 3 and 4.

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 0.332% times the gas cost charges as set forth in Peoples' Rider Purchase Gas Cost. The current MFC applicable to these customers is shown on Tariff Page Nos. 3 and 4.

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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.

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).

The currently effective Rider Universal Service Charge is reflected on Tariff Page Nos. 3 and 4.

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. 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 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 3.86% times the average CAP credit and arrearage forgiveness of existing CAP customers times the incremental number of CAP participants in excess of 32,300 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 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 Purchased 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.

The currently effective Rider GPC Charge is reflected on Tariff Page No. 3.

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RIDER TAX REPAIRS SURCREDIT (TRS)

Pursuant to Docket Nos. P-2020-3021191, A-2021-3029831 and A-2021-3029833, as amended at Docket No. R-2023-3044549, there shall be a surcredit of negative 6.8414% percent applied to the customer charge and the base rate delivery charge under all rate schedules served by this tariff. Any customer receiving a discounted flexible delivery charge rate will not be eligible for the surcredit.

Purpose: The purpose of this surcredit is to refund, over a ten-year period beginning January 1, 2025, the tax benefits of certain catch-up tax deduction resulting from the Company's defining its unit of property under the Internal Revenue Service's Treasury Regulations 1.263(a)-3 and 1.162-4 and IRS Rev. Proc. 2023-15. Specifically, the surcredit shall reflect:

- the difference between federal and state income tax depreciation claimed versus the repair deductions that would have been claimed for the tax years ended December 31, 2012 through March 15, 2020for Peoples Natural Gas Company, net of amounts refunded prior to January 1, 2025;
- the difference between federal and state income tax depreciation claimed versus the repair deductions that would have been claimed for the tax years ended December 31, 2013 through December 31, 2020 for the former Peoples Gas Company;
- the difference between federal and state income tax depreciation claimed versus the repair deductions that would have been claimed for mandatory relocation projects for the tax years ended December 31, 2012 through December 31, 2021 for Peoples Natural Gas Company; and December 31, 2013 through December 31, 2021 for the former Peoples Gas Company.
- the amortization of excess deferred taxes that are no longer protected under the IRS normalization rules due to the change in tax accounting methods.
- o adjustments to reflect reduced state income tax benefits resulting from changes to the state Corporate Net Income Tax rate.

Effective Date: Beginning with service rendered January 1, 2025.

Calculation: The annual amount of the surcredit will be approximately Million, equal to 100% of the tax benefit from the afore-mentioned items of approximately million refunded over a ten-year period.

Reconciliation: In accordance with Section 1307(e) of the Public Utility Code, the Company shall provide a reconciliation of the amount refunded and one-tenth of the projected tax benefit of the afore-mentioned items for the twelve-month period ended December 31. The rate will be adjusted annually for the resulting over/undercollection to be effective April 1. The annual reconciliation will be filed by March 21 for the preceding calendar year.

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 recoup or refund period.

This surcredit will remain in place for eleven years (ten years of refund period and one year for a final reconciliation period). In the final year, the Company also shall include the difference between the actual tax benefits received and the projected tax benefits previously reflected in calculating the surcredit, as provided by the Order at Docket No. P-2020-3021191. Any over or under ratepayer surcredit amounts remaining at the end of year eleven shall be flowed through to Customers in the Company's next quarterly 1307(f) gas cost filing. Within 60 days of termination of the distribution of the rate credit, the Company shall file with the Commission and provide a copy to all parties to Docket No. P-2020-3021191, A-2021-3029831 and A-2021-3029833, as amended at Docket No. R-2023-3044549 a final reconciliation of all surcredit amounts.

Upon determination that this surcredit, 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 this surcredit.

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RIDER WEATHER NORMALIZATION ADJUSTMENT (WNA)

APPLICATION AND PURPOSE

A Weather Normalization Adjustment ("WNA") shall be applied to Residential, Commercial SGS, and Commercial MGS customers receiving service under Rate Schedules RS, CAP, SGS, and MGS for service rendered during the heating season of October 1st through May 31st.

WNA is a distribution charge adjustment and is considered a basic service charge.

Calculated WNA amounts shall be subject to Rider DSIC, Rider STAS, Rider Tax Repairs Surcredit, and Rider TCJA. No additional riders or surcharges will be applied to the calculated WNA.

CALCULATION

The WNA will be applied to service rendered October 1st through May 31st and shall be calculated on a customer account specific basis in accordance with the formula below:

WNBM = $BLMM+ [(NHDD/AHDD) \times (AMUM-BLMM)]$

WNAM = WNBM - AMUM

WNAM = WNAC x Distribution Charge

- a) Weather Normalized Billing Mcfs ("WNBM") will be calculated as the Base Load Monthly Mcfs ("BLMM") added to the product of the [Normal Heating Degree Days ("NHDD") divided by the Actual Heating Degree Days ("AHDD")] and the [Actual Monthly Usage Mcfs ("AMUM") less the BLMM]. Weather Normalized Billing Mcfs (WNBM) will only be calculated if the AMUM exceeds the BLMM. WNA will not be applicable for the billing period if AMUM is less than the BLMM.
- b) BLMM shall be established for each customer by averaging the actual daily consumption from the billing system, measured in Mcf, for service rendered July 1st thru August 31st of the most recent period.
- c) AMUM shall be measured for each customer and billing cycle.
- d) NHDD shall be based upon the heating degree days utilized to develop the revenue requirement in the Company's general rate case proceeding at Docket No. R-2023-3044549. NHDD shall be updated in future general rate case proceedings.
- e) AHDD shall be the actual experienced heating degree days during the billing cycle days for the customer based upon experienced actual temperatures as reported by the National Oceanic and Atmospheric Administration (NOAA) for weather stations utilized by the Company for the area.
- f) AMUM will be subtracted from the WNBM to compute the Weather Normalized Adjustment Mcfs ("WNAM").

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RIDER WEATHER NORMALIZATION ADJUSTMENT (WNA)

- g) The WNAM shall then be multiplied by the applicable Rate Schedule Distribution Charge based on service rendered to compute the WNA amount that will be charged or credited to each Residential, SGS, and MGS customer receiving service under Rate Schedules RS, CAP, SGS, and MGS.
- h) In the event a customer's bill needs to be canceled and rebilled at any time, the WNA will be recalculated using the most recently available data for the billing period. In some cases, updates in data used in the calculation, may result in a different WNA for the billing period.
- i) WNA amounts will be included in the Delivery Charge line item on the customer's bill.
- j) The Company will file a report annually with the Commission on or before September 1st for the 12-month period ending June of the same year. The filing will contain WNA details as defined in the Company's most recent general rate case proceeding.

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RIDER 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 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 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 Rider State Tax Adjustment, Rider Purchased Gas Cost and Rider AVC Capacity Charge. 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, Rider Purchased Gas Cost and Rider AVC Capacity Charge. (C)

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

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

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes pertaining to property-related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. Code § 168.

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

STFT = (State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between accelerated tax depreciation and book depreciation net of federal tax. [NOTE: UTILITY MAY ELECT TO INCLUDE THE STFT IN THE PTRR COMPONENT.]

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 Rider State Tax Adjustment, Rider Purchased Gas Cost and Rider AVC Capacity Charge) 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.

<u>Quarterly Updates</u>: 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.

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

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, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection. The utility is not permitted to accrue interest on under collections.
- 3. New Base Rates: The DSIC will be reset to zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Company's rates or rate base will be reflected in the quarterly updates of the DSIC.
- **4. Customer Notice**: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall 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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EFFECTIVE: February 27, 2024

Rider TCJA - TCJA TEMPORARY SURCHARGE FOR FORMER PG DIVISION CUSTOMERS

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 and required utilities to implement negative surcharges as a credit for intrastate service to all customer bills to reflect reduced taxes under the TCJA. This negative surcharge was distributed equally among the utility's various customer classes, exclusive of STAS and automatic adjustment clause revenues.

This negative surcharge was reconciled at the end of each calendar year and remained in place until the utility filed and the Commission approved new base rates for the utility pursuant to Section 1308(d) that include the effects of the TCJA tax rate changes. The effects of the TCJA for Peoples Natural Gas Division were fully reflected in the Company's rate case at Docket No. R-2018-3006818. The effects of the TCJA for Peoples Gas Division customers were reflected in the Company's base rate case at Docket No. R-2023-3044549, except for the remaining over/under collection as of the effective date of new rates.

Rider TCJA will remain in effect for former PG Division customers until the remaining TCJA over/under collection is refunded or recovered from customers.

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.

RATE CHART

TCJA Surcharge per meter per month:				
Residential	\$(0.3502)			
SGS with annual consumption less than 500 Mcf	\$(0.7783)			
SGS with annual consumption equal to or greater	\$(1.4454)			
than 500 Mcf but less than 1,000 Mcf				
MGS with annual consumption equal to or greater	\$(1.6678)			
than 1,000 Mcf but less than 2,500 Mcf				
MGS with annual consumption equal to or greater	\$(3.8915)			
than 2,500 Mcf but less than 25,000 Mcf				
LGS with annual consumption equal to or greater	\$(17.7896)			
than 25,000 Mcf but less than 50,000 Mcf	* (00.0555)			
LGS with annual consumption equal to or greater	\$(33.3555)			
than 50,000 Mcf but less than 100,000 Mcf	Φ(444 40 <u>50</u>)			
LGS with annual consumption equal to or greater	\$(111.1850)			
than 100,000 Mcf but less than 200,000 Mcf	Φ(466 777 E)			
LGS with annual consumption greater than 200,000 Mcf	\$(166.7775)			
TCJA Surcharge per MCF:				
Residential	\$(0.1506)			
SGS	\$(0.1134)			
MGS	\$(0.1081 [°])			
LGS with annual consumption less than 1000,000 Mcf	\$(0.0834)			
LGS with annual consumption greater than 1000,000 Mcf	\$(0.0222)			
ISSUED: December 29, 2023				

Original Tariff Gas - PA PUC No. S-4 Cancels and Supersedes Tariff Gas - PA PUC No. S-3

PEOPLES NATURAL GAS COMPANY LLC

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

ISSUED: December 29, 2023 EFFECTIVE: February 27, 2024

By: Michael Huwar

President

375 North Shore Drive Pittsburgh, PA 15212

NOTICE

This tariff cancels and supersedes Tariff Gas – PA PUC No. S-3. Upon approval of this Tariff Gas – PA PUC No. S-4, all Peoples Natural Gas customers (including the former Peoples Gas and Peoples Natural Divisions) will be subject to the rates and rules set forth herein.

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LIST OF CHANGES

Page	Page Description	Revision Description	
2	List of Changes	List of Changes	
3	Table of Contents	Updated page numbers	
7	Rules and Regulations	Source of Supply Section - removed "Imbalance Trading"	
7	Rules and Regulations	Gas Quality Section - Modified Gas Quality Metrics and added Nonconformance language	
9	Rules and Regulations	Operational Flow Order Section - added language to include "hourly consumption levels"	
10	Rules and Regulations	Operational Flow Order Section - added "Direct End User"	
22	Rate P-1	"Dominion Transmission" changed to "Texas Eastern Transmission"	
25	Rate P-1	"Dominion Transmission" changed to "Texas Eastern Transmission"	
27	Rate P-1	"Dominion South Point" changed to " Eastern South"	
28	Rate NP-1	remove Assignment storage AVC capacity	
29	Rate NP-1	remove Assignment storage AVC capacity	
29	Rate NP-1	"Dominion Transmission" changed to "Texas Eastern Transmission"	
30	Rate NP-1	Changed timeline from February to January	
31	Rate NP-1	clarification of language and "Dominion South Point" changed to " Eastern South"	
33	Rate LGA	"Dominion South Point" changed to " Eastern South"	

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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.

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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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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, and Pool-to-Pool 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, of 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 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) 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.
- (c) Thirty hundredths (0.3) grains of hydrogen sulfide per 100 cubic feet.
- (d) Ten (10) grains of total sulfur per 100 cubic feet.
- (e) Two tenths (0.2) percent by volume oxygen.
- (f) No more than (5) percent Hydrogen.

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

2. Measurement and Quality of Gas (continued)

Nonconformance – If the gas offered for delivery by the NGS shall fail at any time to conform to any of the specifications set forth herein, then the Company shall notify the NGS of such deficiency and may at the Company's option refuse to accept delivery pending correction by the NGS. Should any substances not in conformity with the quality standards specified herein enter the Company's facilities and cause damage to gas meters, regulators and/or other equipment, or interruption of service, NGS 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, and/or repair facilities, of its Customers, including payments made by the Company to Customers in settlement of claims arising out of interruption of gas service.

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 NGSs, and if appropriate, will coordinate with them responses to media and elected officials.

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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;
- ii. to maintain pressures necessary for the Company's operations;
- 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 and/or hourly consumption levels if necessary, 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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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 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;
- 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;
- 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/Direct End User'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:
 - 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. 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 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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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 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;
 - 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; or
 - 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 (r)(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 (r)(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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d. Nomination of Pool-to-Pool Volumes

- 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. <u>Confirmation of Customer Enrollment</u> (continued)

- c. Notification from the NGS of a 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 may choose to decline their pro-rata 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 may change their election to accept or decline capacity each April.

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 Eastern Gas Transmission and Storage ("EGTS"), 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 de minimis 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:
 - 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 Eastern Gas Transmission and Storage 's Appalachia Eastern Gas South index 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

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

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, Eastern South 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, Eastern South 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.

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RATE NP-1 NON-PRIORITY ONE POOLING SERVICE

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. <u>Terms and Conditions for Non-Priority One Pool Access to Balancing Volumes</u>

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 Eastern Transmission and Storage ("EGTS") 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 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 January 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
February - 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 during periods in which no OFOs have been issued and will have first priority.

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, Eastern Gas South 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, Eastern Gas South 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-4 ORIGINAL PAGE NO. 32
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.	

EFFECTIVE: February 27, 2024 ISSUED: December 29, 2023

GAS—PA PUC NO. S-4 ORIGINAL PAGE NO. 33

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.

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, Eastern South 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).

GAS—PA PUC NO. S-4 ORIGINAL PAGE NO. 34

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.
- 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

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 an NP-1 pool opts to participate in the POR program, the Company shall purchase receivables for only residential and small business Customers consuming less than 1,000 Mcf annually. 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);
- 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 2.20%. The discount rate for commercial and industrial Customer receivables is 0.332%. 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;
- 6. 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; and

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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; and
- 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
Page 1 of 9
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. 47

No. 22 – Issued September 30, 2022 – Effective October 1, 2022 Quarterly 1307(f) Gas Cost

No. 23 – Issued December 22, 2022 – Effective January 2, 2023 DSIC Filing

No. 24 – Issued December 30, 2022 – Effective January 1, 2023 Quarterly 1307(f) Gas Cost Filing

No. 25 – Issued January 13, 2023 – Effective January 17, 2023 Merger Name Change

No. 26 – Issued March 21, 2023 – Effective April 1, 2023 TRS Filing

No. 27 – Issued March 31, 2023 – Effective April 1, 2023 Quarterly 1307(f) Gas Cost Filing

No. 28 – Issued April 1, 2023 – Effective April 10, 2023 State Tax Adjustment Surcharge Filing

No. 29 – Issued June 20, 2023 – Effective July 1, 2023 DSIC Surcharge Filing

No. 30 – Issued June 30, 2023 – Effective July 1, 2023 Quarterly 1307(f) Gas Cost Filing

Supplements to Tariff Gas-Pa. P.U.C. NO. 8

No. 88 – Issued September 30, 2022 – Effective October 1, 2022 Quarterly 1307(f) Gas Cost

Witness: Carol Scanlon

No. 89 – Issued December 1, 2022 – Effective January 1, 2023 TCJA Filing

No. 90 – Issued December 22, 2022 – Effective January 2, 2023 DSIC Filing

No. 91 – Issued December 30, 2022 – Effective January 1, 2023 Quarterly 1307(f) Gas Cost Filing

No. 92 – Issued January 13, 2023 – Effective January 17, 2023 Merger Name Change

No. 93 – Issued March 31, 2023 – Effective April 1, 2023 Quarterly 1307(f) Gas Cost Filing

No. 94 – Issued March 31, 2023 – Effective April 10, 2023 State Tax Adjustment Surcharge Filing

No. 95 – Issued June 30, 2023 – Effective July 1, 2023 Quarterly 1307(f) Gas Cost Filing

Peoples Natural Gas Division

Filed September 19, 2022 Gas Cost - PGC Quarterly Filing

Filed September 20, 2022 DSIC Quarterly Rate Filing

Filed September 30, 2022 Unaccounted For Gas System for twelve months ending August 31, 2022

Filed September 30, 2022

1307(e) Reconciliation Statement for twelve months ending August 31, 2022 for Supplier Choice Rider

Filed October 12, 2022 Annual TUS Reliability Data Request

Quarterly Earnings Reports Filed: November 30, 2022 March 31, 2023 June 7, 2023 August 31, 2023

Page 3 of 9 Witness: Carol Scanlon

Pa P.U.C.-52 Pa. Code Section 56.1000 Cold Weather Survey Annually 12/16/22 and 2/1/23

Filed December 16, 2022 Gas Cost - PGC Quarterly Filing

Filed December 21, 2022 DSIC Quarterly Rate Filing

As of December 31, 2022 - Section 1410.1(3) and Annual reports for Accounts with Arrearages in Excess of \$10,000

As of December 31, 2022 - Section 1410.14(4) Medical Certificate Report

Filed January 10, 2023

State Tax Adjustment Surcharge letter was filed indicating not submitting a tariff change.

Pa P.U.C.-52 Pa. Code Sections 62.31-62.37 – January 31, 2023 Quality of Service Benchmarking Report

Filed January 31, 2023

1307(e) Reconciliation Statement for twelve months ending December 31, 2022 for DSIC

Filed January 31, 2023

1307(e) Reconciliation Statement for twelve months ending December 31, 2022 for Rider F

Filed January 31, 2023

PUC Annual Cyber Security Self Certification

Pa P.U.C.-52 Code Section 59.21(d) – February 20, 2023 Annual Statistical Sampling (Meter Test Reports)

Filed March 1, 2023

Diversity Report-Procurement & Human Resources

Filed March 1, 2023

1307(f) - 2023 Purchased Gas Cost Filing, Pre-Filing Supporting Info

Docket: R-2023-3037928

Filed March 1, 2023

1307(f) – 2023 Hedging Analysis

Docket: R-2023-3037928

Filed March 21, 2023

DSIC Quarterly Rate Filing

Exhibit No. 14, Schedule No. 2 Page 4 of 9

Witness: Carol Scanlon

Filed March 24, 2023

PUC Assessment Filing/Report

Pa P.U.C.-52 Pa. Code Sections 54.75 and 62.5, 56.231 – March 29, 2023 Annual Universal Services Report

Filed March 31, 2023

Gas Cost - PGC Quarterly Filing

Filed March 31, 2023

Tax Repair Filing

Filed March 31, 2023

1307(e) Annual Reconciliation for Tax Repairs Rider

Filed March 31, 2023

State Tax Adjustment Surcharge Recomputation

Filed March 31, 2023

1307(f) - 2023 Purchased Gas Cost Filing, Testimony, Tariff Sheets and Additional Exhibits Docket: R-2023-3037928

Filed March 31, 2023

OCA Price to Compare Report

Pa P.U.C.-52, 66 Pa. CSA, 1415 Code Section 56.231 – April 1, 2023

Chapter 14 Collections Report

Annually

Filed April 28, 2023

NGS Security Requirements Filing, pursuant to Chapter 62.111.

Pa P.U.C. -52 Pa. Code Section 58.10 – April 28, 2023

Annual LIURP Report (includes Annual Emergency Repair Program Report)

Filed April 30, 2023

PUC Annual Report (FERC Form 2)

Filed June 20, 2023

DSIC Quarterly Rate Filing

Filed June 30, 2023

Gas Cost - PGC Quarterly Filing

Filed August 22, 2023

Annual TUS Reliability Data Request

Volume VI Exhibit No. 14, Schedule No. 2
Page 5 of 9

Witness: Carol Scanlon

Filed August 31, 2023 Annual Depreciation Report

Pa P.U.C.-52 Pa. Code Section 56.231 Reporting Requirements Monthly

Peoples Gas Division

Filed September 19, 2022 Gas Cost - PGC Quarterly Filing

Filed September 20, 2022 DSIC Quarterly Rate Filing

Filed September 30, 2022

1307(e) Reconciliation Statement for twelve months ending August 31, 2022 for Supplier Choice Rider

Filed September 30, 2022 Unaccounted For Gas System for twelve months ending August 31, 2022

Filed October 12, 2022 Annual TUS Reliability Data Request

Filed October 31, 2022

1307(e) Reconciliation Statement for twelve months ending September 30, 2022 for Rider USP

Quarterly Earnings Reports Filed: November 30, 2022 March 31, 2023 June 7, 2023 August 31, 2023

Filed December 1, 2022 TCJA Filing

Pa P.U.C.-52 Pa. Code Section 56.1000 Cold Weather Survey Annually 12/16/22 and 2/1/23

Filed December 16, 2022 Gas Cost - PGC Quarterly Filing

Exhibit No. 14, Schedule No. 2 Page 6 of 9 Witness: Carol Scanlon

Filed December 21, 2022 DSIC Quarterly Rate Filing

As of December 31, 2022 - Section 1410.1(3) and Annual reports for Accounts with Arrearages in Excess of \$10,000

As of December 31, 2022 - Section 1410.14(4) Medical Certificate Report

Filed January 10, 2023

State Tax Adjustment Surcharge letter was filed indicating not submitting a tariff change.

Pa P.U.C.-52 Pa. Code Sections 62.31-62.37 – January 25, 2023 Quality of Service Benchmarking Report

Filed January 31, 2023

1307(e) Reconciliation Statement for twelve months ending December 31, 2022 for DSIC

Filed January 31, 2023

PUC Annual Cyber Security Self Certification

Pa P.U.C.-52 Code Section 59.21(d) – February 20, 2023 Annual Statistical Sampling (Meter Test Reports)

Filed March 1, 2023

Diversity Report-Procurement & Human Resources

Filed March 1, 2023

1307(f) - 2023 Purchased Gas Cost Filing, Pre-Filing Supporting Info

Docket: R-2023-3037928

Filed March 1, 2023

1307(f) – 2023 Hedging Analysis

Docket: R-2023-3037928

Filed March 21, 2023

DSIC Quarterly Rate Filing

Filed March 24, 2023

PUC Assessment Filing/Report

Filed March 31, 2023

Gas Cost - PGC Quarterly Filing

Filed March 31, 2023

State Tax Adjustment Surcharge Recomputation

Volume VI Exhibit No. 14, Schedule No. 2
Page 7 of 9

Witness: Carol Scanlon

Filed March 31, 2023

1307(f) - 2023 Purchased Gas Cost Filing, Testimony, Tariff Sheets and Additional Exhibits Docket: R-2023-3037928

Filed March 31, 2023 OCA Price to Compare Report

Pa P.U.C.-52, 66 Pa. CSA, 1415 Code Section 56.231 – April 1, 2023 Chapter 14 Collections Report Annually

Filed April 28, 2023 NGS Security Requirements Filing, pursuant to Chapter 62.111.

PA PUC 2022 Utility Universal Service Survey – April 28, 2023 Annual survey of universal service programs offered by small NGDCs

Filed April 30, 2023 PUC Annual Report (FERC Form 2)

Filed May 1, 2023 TCJA Annual Reconciliation

Filed June 20, 2023 DSIC Quarterly Rate Filing

Filed June 30, 2023 Gas Cost - PGC Quarterly Filing

Filed June 30, 2023 Annual Depreciation Report

Filed August 22, 2023 Annual TUS Reliability Data Request

Pa P.U.C.-52 Pa. Code Section 56.231 Reporting Requirements Monthly

Filed Jointly

Filed October 26, 2022– M-2014-2432515 Universal Service and Energy Conservation Plan CAP Application

Page 8 of 9 Witness: Carol Scanlon

Filed November 9, 2022

Service Agreement between Peoples Natural Gas Company LLC and PNG Companies LLC Docket: G-2002-3036720

Filed December 6, 2022 – M-2014-2432515 Universal Service and Energy Conservation Plan CAP Changes

Filed January 30, 2023 Annual Update for Aqua Acquisition

Filed January 30, 2023 Gas Cost - 1307(f) Affiliated Interest Filing

Filed February 28, 2023 Promissory Note December 2023 Docket: G-2021-3025757

Filed February 13, 2023 GAO-22 PUC Assessment Report

Filed March 1, 2023 Annual Asset Optimization Plan

Filed March 2, 2023 (refiled March 6, 2023) – M-2014-2432515 Universal Service and Energy Conservation Plan Consumer Education and Outreach Plan

Filed April 4, 2023 – M-2014-2432515 Universal Service and Energy Conservation Plan Update on Elimination of pre-CAP Copay

Filed May 1, 2023 Focused Management Audit Implementation Plan

Filed May 1, 2023 Annual Update for Management Audit

Filed May 16, 2023 – M-2014-2432515 Universal Service and Energy Conservation Plan Update on Elimination of pre-CAP Copay

Filed July 6, 2023 – M-2014-2432515 Universal Service and Energy Conservation Plan Annual Pilot E-CAP Report Volume VI Exhibit No. 14, Schedule No. 2
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Witness: Carol Scanlon

Filed July 26, 2023 – P-2023-3041929 Universal Service and Energy Conservation Plan Petition to Clarify ESLRP Pilot Status

Pa P.U.C. -52 Code Chapter 59 Integrated Resource Planning Report March 1, 2023 June 1, 2023

Rate Comparison Report

Gas Integrity Management Program Report Code Section 192.945(a)

Notification of Proposed Major Construction Filed as required

Notification of Service Outages Filed as required