



17 North Second Street  
12th Floor  
Harrisburg, PA 17101-1601  
717-731-1970 Main  
717-731-1985 Main Fax  
www.postschell.com

---

Nicholas A. Stobbe

nstobbe@postschell.com  
717-612-6033 Direct  
717-731-1985 Direct Fax  
File #: 205143

June 18, 2024

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Pennsylvania Public Utility Commission, *et al.* v. Peoples Natural Gas Company  
LLC – 1307(f) Proceeding  
Docket Nos. R-2024-3045945, *et al.***

---

Dear Secretary Chiavetta:

Attached for filing on behalf of Peoples Natural Gas Company LLC in the above-referenced proceeding is the Joint Petition for Settlement and Statements in Support thereof.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'N. Stobbe', written over a faint blue circular stamp.

Nicholas A. Stobbe

NAS/dmc  
Attachments

cc: The Honorable Katrina L. Dunderdale (*via email; w/attachments*)  
Certificate of Service

## CERTIFICATE OF SERVICE

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

### VIA E-MAIL

Carrie B. Wright, Esquire  
Bureau of Investigation & Enforcement  
Commonwealth Keystone Building  
400 North Street, 2nd Floor West  
PO Box 3265  
Harrisburg, PA 17105-3265  
[carwright@pa.gov](mailto:carwright@pa.gov)

Melanie J. Atieh, Esquire  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1923  
[melatieh@paoca.org](mailto:melatieh@paoca.org)  
[OCA1307f2024@paoca.org](mailto:OCA1307f2024@paoca.org)

Steven C. Gray  
Office of Small Business Advocate  
555 Walnut Street  
Forum Building, 1<sup>st</sup> Floor  
Harrisburg, PA 17101  
[sgray@pa.gov](mailto:sgray@pa.gov)

Kevin J. Moody, Esquire  
212 Locust Street, Suite 300  
Harrisburg, PA 17101  
[kevin@pioga.org](mailto:kevin@pioga.org)  
*Counsel for PIOGA*

Date: June 18, 2024



---

Nicholas A. Stobbe



Subject to the terms of the Settlement, the Joint Petitioners request that the Commission: (1) authorize Peoples to file the form of tariff supplement provided as **Appendix A** hereto, with rates to become effective October 1, 2024, subject to updates and tariff modifications<sup>2</sup>; and (2) make all associated findings required by Section 1307(f) and Section 1318 of the Public Utility Code, 66 Pa. C.S. §§ 1307(f), 1318. In support of this Settlement, the Joint Petitioners state the following:

**I. INTRODUCTION**

1. Peoples is a limited liability company formed under the laws of the Commonwealth of Pennsylvania for the purpose of providing natural gas transmission, distribution, and supplier of last resort services subject to the Commission’s regulatory jurisdiction.

2. Peoples operates two divisions: Peoples Natural Gas Division (“PNGD”), and Peoples Gas Division (“PGD”). This structure was formed after the Commission approved the merger of Peoples Gas Company LLC (“Peoples Gas”) with and into Peoples at Docket Nos. A-2021-3029831 and A-2021-3029833, *et al.* on August 25, 2022. Effective October 1, 2022, the PGC rates of Peoples and Peoples Gas were merged, with the exception of the Allegheny Valley Connector (“AVC”) capacity charge.

3. Peoples is a “public utility” and a “natural gas distribution company” as those terms are defined in Sections 102 and 2202 of the Pennsylvania Public Utility Code, 66 Pa. C.S. §§ 102, 2202.

4. Because Peoples’ annual operating revenues derived from providing gas service to customers in Pennsylvania exceed \$40 million, the Company’s recovery of purchased gas costs is

---

<sup>2</sup> The rates in Appendix A reflect the proposed gas cost rates, any quarterly rate changes that were effective March 1, 2024, and any settlement rate changes. The rates in Appendix A will be updated to reflect any changes as of October 1, 2024, when the final tariff supplements are filed.

governed by Section 1307(f) of the Public Utility Code, 66 Pa. C.S. § 1307(f), and the Commission's regulations at 52 Pa. Code §§ 53.61-53.65, 53.68.

5. On January 31, 2024, Peoples made its PGC 60-day pre-filing (re: affiliated interests) with the Commission in compliance with Section 1307(f) of the Public Utility Code, 66 Pa. C.S. § 1307(f), and the Commission's regulations at 52 Pa. Code § 53.65.

6. On March 1, 2024, the Company made its PGC 30-day pre-filing with the Commission in compliance with Section 1307(f) of the Public Utility Code, 66 Pa. C.S. § 1307(f), and the Commission's regulations at 52 Pa. Code §§ 53.64 and 53.

7. On March 15, 2024, the OSBA filed a Notice of Appearance, Complaint, Public Statement, and Verification.

8. On March 16, 2024, the OCA filed a Formal Complaint and Public Statement.

9. On March 29, 2024, the ALJ issued a Prehearing Conference Notice and Prehearing Conference Order which, among other things, scheduled a Prehearing Conference for April 8, 2024, at 9:00 a.m.

10. On April 1, 2024, Peoples filed with the Commission its definitive PGC filing, including supporting information required by the Commission's regulations and Peoples' direct testimony, exhibits, and Pro Forma Tariff Supplement reflecting actual and projected changes in natural gas costs and other tariff changes.

11. Also on April 1, 2024, I&E filed a Notice of Appearance.

12. On April 2, 2024, PIOGA filed a petition to Intervene.

13. A prehearing conference was held on April 8, 2024, as scheduled.

14. On May 1, 2024, the OCA filed and served OCA Statement No. 1, the Direct Testimony of Jerome D. Mierzwa, along with Schedule JDM-1.

15. Also on May 1, 2024, I&E and OSBA filed letters indicating that they would not be filing Direct Testimony in this proceeding. PIOGA also did not submit Direct Testimony in this proceeding.

16. On May 20, 2024, Peoples submitted its Rebuttal Testimony and associated Exhibits.

17. Also on May 20, 2024, I&E, OCA, and OSBA filed letters indicating that they would not be submitting Rebuttal Testimony in this proceeding. PIOGA also did not submit Rebuttal Testimony.

18. On May 23, 2024, Counsel for Peoples advised the ALJ that a Settlement in Principle had been agreed to or not opposed by all parties and requested that the Evidentiary Hearings scheduled for May 30, 2024, and June 3, 2024, be cancelled. As part of that request, Peoples' Counsel requested that the Joint Petitioners' respective pieces of testimony and exhibits be admitted into the record via Stipulation.

19. Later on May 23, 2024, the ALJ advised the parties that the Evidentiary Hearings scheduled for May 30, 2024, and June 3, 2024, would be cancelled and directed the Joint Petitioners to submit a Joint Petition for Settlement and associated Statements in Support of Settlement on or before June 18, 2024.

20. On June 3, 2024, Peoples filed and served a Joint Stipulation for the Admission of evidence, along with its witnesses' verifications.

21. The Joint Petitioners are in full agreement that the Settlement is in the best interest of Peoples, the Joint Petitioners, and Peoples' customers.

22. The Settlement agreed to by the Joint Petitioners is as follows:

## **II. SETTLEMENT TERMS**

### **A. TRANSPORTATION SERVICE BALANCING CHARGE**

30. Peoples shall include the \$460,727 incurred in interstate pipeline overrun charges and penalties for violating operation flow order (“OFO”) tolerances in its Transportation Balancing Charge calculation.

31. As a result of this inclusion, Peoples Rate SGS/MGS balancing charge shall be \$0.4199/Mcf, and Peoples Rate LGS balancing charge shall be \$0.1048/Mcf.

**B. ANTICIPATED AUDIT FINDING**

32. Peoples shall price summer storage withdrawals at the prior month WACOG rate rather than the using the price of the current month injections, as explained in **Peoples Natural Gas Company Statement No. 1, pp. 14-15.**

33. Peoples will make the aforementioned change to the storage valuation process and finalize the adjustment that covers the full period between April 2020 through the effective date of the change in the Company’s evaluation process. The final adjustment amount, plus applicable interest, shall be included in the Company’s E-factor component of the rate effective October 1, 2024, to be recovered over a 12-month period. *See Peoples Natural Gas Company Statement No. 1, pp. 14-15 and Peoples Natural Gas Company Statement No. 1-R.*

**C. AVC RATES**

34. Peoples shall blend the AVC rate for both its PGD and its PNGD, as outlined in **Peoples Natural Gas Company Statement No. 1, pp. 8-11.**

**D. RETAINAGE RATES**

35. Peoples’ stand-alone tariffed retainage rate for all classes for both divisions effective October 1, 2024 shall be 5.8%.

**E. PRODUCER RETAINAGE RATES**

36. Peoples producer retainage rate will be 2.61% for all conventional production entering either the PNGD system or the PGD system effective October 1, 2024.

37. Retainage Rate for the Goodwin system shall be 56.4% for the period of October 1, 2024 to September 30, 2025.

**F. UNACCOUNTED FOR GAS (“UFG”)**

38. Parties acknowledge that the Peoples’ distribution UFG percentage for the twelve-month period ending August 31, 2023, is in compliance with the Commission’s regulations at 52 Pa. Code § 59.111(c)(1).

**G. MISCELLANEOUS**

39. Parties agree that actions taken by Peoples in response to the issues identified in last year’s 1307(f) with Equitrans AVC Storage service are reasonable. **See Peoples Natural Gas Statement No. 2, pp. 21-22.**

40. The overrun and OFO charges incurred and included in this filing were prudently incurred and in compliance with the least cost gas standard.

41. Except as revised by this Settlement, the proposed rates and other requested approvals contained in the Peoples’ 2024 PGC filing should be approved. Peoples reserves the right to include unopposed proposals in the Settlement provisions.

42. In accordance with the provisions of 52 Pa. Code § 53.64(i)(5), the Peoples compliance filing in this proceeding will reflect updated actual and projected over/under collections through September 30, 2025.

43. The parties agree that the Commission should approve the renewals and changes in gas supply, pipeline, and storage capacity contracts that are explained in Peoples Natural Gas Company Statement No. 2 and related exhibits included in the 1307(f)-2024 definitive filing.

### III. RATE IMPACT OF SETTLEMENT

44. The ALJ has directed the Joint Petitioners to set forth the following in their Joint Settlement Petition:

1. Current rates for each customer class;
2. Requested and negotiated changes in gas costs for each customer class, identified in terms of dollar amounts and percentages of increase or decrease from the current rates; and
3. Impact upon each customer class (*i.e.*, under the proposed rate each customer would have paid X, and under the agreed-upon amount, each customer will pay Y).

45. Consistent with past proceedings, the requested information is set forth in the table below:

**Table 1: Rate Changes**

<b>Peoples Natural Gas Division</b>							
	Average	Existing	As-Filed		Settlement		
<u>Rate Schedule</u>	<u>Annual Usage (Mcf)</u>	<u>Tariff Rates 1/</u>	<u>Gas Cost</u>	<u>Percent</u>	<u>Gas Cost</u>	<u>Annual Bill</u>	<u>Annual Bill</u>
			<u>Change</u>	<u>Change</u>	<u>Change</u>	<u>As-Filed</u>	<u>Settlement</u>
RS	80	\$8.5213	(\$0.2230)	-2.6%	(\$0.0013)	\$ 834.71	\$ 834.61
SGS	250	\$6.8835	(\$0.2495)	-3.6%	(\$0.0013)	\$ 1,894.13	\$ 1,893.81
MGS	1,750	\$6.6121	(\$0.2171)	-3.3%	(\$0.0013)	\$ 12,192.47	\$ 12,190.19
LGS	50,000	\$6.3007	(\$0.2781)	-4.4%	(\$0.0013)	\$ 309,964.27	\$ 309,899.27
1/ Peoples Natural Gas net billing rate effective January 20, 2024.							
<b>Peoples Gas Division</b>							
	Average	Existing	As-Filed		Settlement		
<u>Rate Schedule</u>	<u>Annual Usage (Mcf)</u>	<u>Tariff Rates 1/</u>	<u>Gas Cost</u>	<u>Percent</u>	<u>Gas Cost</u>	<u>Annual Bill</u>	<u>Annual Bill</u>
			<u>Change</u>	<u>Change</u>	<u>Change</u>	<u>As-Filed</u>	<u>Settlement</u>
RS	80	\$10.9791	\$0.5287	4.8%	(\$0.0013)	\$ 1,122.03	\$ 1,121.93
SGS	250	\$8.9494	\$0.4677	5.2%	(\$0.0013)	\$ 2,801.87	\$ 2,801.55
MGS	1,750	\$8.6932	\$0.2372	2.7%	(\$0.0013)	\$ 16,587.36	\$ 16,585.09
LGS < 100,000 Mcf/yr	50,000	\$7.5098	(\$0.0231)	-0.3%	(\$0.0013)	\$ 393,518.26	\$ 393,453.26
1/ Peoples Gas net billing rate effective March 1, 2024.							

#### **IV. PROPOSED FINDINGS OF FACT**

46. Peoples pursues its goal of least cost reliable service through a combination of local and interstate assets and supplies. The local assets are Peoples' on system storage facility and a gathering and distribution system, which have allowed Peoples to deliver local natural gas supplies produced in Pennsylvania and purchased by Peoples from Pennsylvania producers (Peoples Natural Gas Company Statement No. 2, pp. 4-5.)

47. Peoples' interstate assets consist of a portfolio of transportation and storage services that Peoples has contracted for with various Federal Energy Regulatory Commission ("FERC")-regulated pipelines, including Eastern Gas Transmission and Storage, Inc. ("EGTS") (f/k/a Dominion Energy Transmission, Inc.), Texas Eastern Transmission LP ("TETCO"), Equitrans, L.P. ("Equitrans"), National Fuel Gas Supply Corporation ("NFG"), and Columbia Gas Transmission, LLC ("TCO"). The Company also has interconnects with Tennessee Gas Pipeline Company, LLC ("Tennessee" or "TGP"), but does not currently contract for either transportation or storage services on Tennessee. Those interstate assets give Peoples access to a variety of locations at which it can receive gas supplies that are produced upstream of the Peoples system. The interstate storage assets allow Peoples to use its upstream assets more efficiently, mitigate the effects of price swings in the natural gas market, and enhance the deliverability of Peoples' interstate natural gas supplies during periods of peak demand. Peoples' interstate supplies are primarily EQT Energy, LLC ("EQT Energy") and other Appalachian-produced gas that it purchases from suppliers upstream of the Peoples system for delivery into various receipt points of the interstate pipelines and occasionally purchases on a delivered basis to the city-gate. (Peoples Natural Gas Company Statement No. 2, p. 5.)

48. Over the 1307(f)-2024 historical period, Peoples' capacity portfolio included: (1) interstate pipeline transportation and storage services from Equitrans; (2) interstate pipeline transportation and storage services from EGTS; (3) interstate pipeline transportation service from TETCO; (4) interstate pipeline transportation and storage services from NFG; and (5) interstate pipeline transportation and storage service from TCO. In addition, Peoples purchases winter-only, firm, city-gate delivered supply via Tennessee, and winter-only, firm, city gate delivered supply via TETCO. Although these are gas purchase arrangements, Peoples treats them the same as interstate capacity for planning purposes because the Company requires deliveries at the respective delivery points and would pursue firm capacity at these points if firm city-gate delivered supply was not available. (Peoples Natural Gas Company Statement No. 2, p. 16.)

49. Beginning December 17, 2013, when the acquisition of Equitable Gas Company ("Equitable") closed, Equitrans began providing firm transportation and firm storage services from Equitrans's AVC to the Company's PNGD. The AVC services consist of transportation service under Rate Schedule EFT, no-notice transportation service under Rate Schedule FTSS, and Storage Service under Rate Schedule GSS. The FTSS and GSS service agreements provide PNGD and its customers with access to AVC storage capacity of 8.6 MMDth annually and maximum deliverability of 200,000 Dth per day. The EFT service agreement provides Peoples and its customers up to 251,700 Dth per day of firm transportation capacity. These service agreements provide for a total of 451,700 Dth per day of firm capacity on the AVC system. (Peoples Natural Gas Company Statement No. 2, p. 19.)

50. Beginning April 1, 2014, Equitrans began providing the former PNGD firm transportation service under Rate Schedule FTS from Equitrans's Mainline system. Gas transported under this agreement is sourced from receipt points on the Sunrise section of the Mainline system and

delivered to Equitrans' Ginger Hill station, which is the point of interconnection between Equitrans' Mainline and AVC systems. The capacity is seasonal, and the maximum firm daily quantity is 251,700 Dth during November through March and 62,000 Dth during April through October. (Peoples Natural Gas Company Statement No. 2, pp. 19-20.)

51. In Peoples' 1307(f)-2023 proceeding, Peoples described the various service arrangements that would be in effect between Peoples and EGTS and the costs associated with them over what is now the 1307(f)-2024 historical period. In its final order in that proceeding, the Commission approved rates for the collection of Peoples' natural gas costs that included the costs associated with the Equitrans service arrangements over what is now the 1307(f)-2024 historical period. (Peoples Natural Gas Company Statement No. 2, p. 21.)

52. For the 1307(f)-2024 historical period, EGTS provides service to PNGD under four service agreements and three rate schedules which all have an expiration date of March 31, 2024. EGTS provides year-round Rate FTNN no-notice transportation service at 40,000 Dth/day, Rate FT firm transportation service of 40,000 Dth/day, and Rate GSS storage service under two separate service agreements, one with capacity of 4.6 MMDth annually and maximum deliverability of 40,000 Dth/day and the other with capacity of 2.48 MMDth annually and up to 40,000 Dth/day of deliverability. These agreements promote service reliability in parts of the PNGD distribution system that are particularly well-suited for gas deliveries from EGTS. (Peoples Natural Gas Company Statement No. 2, p. 23.)

53. Under a service agreement with EGTS that expires on March 31, 2020, PGD had 25,000 Dth/day of FT firm transportation service, 10,000 Dth/day of FT-GSS firm transportation service, and 10,000 Dth/day of GSS firm storage service with a total storage capacity of 600,000

Dth. PGD additionally has 10,000 Dth/day of FT transportation service that expires October 31, 2024. (Peoples Natural Gas Company Statement No. 2, p. 23.)

54. TETCO provides Peoples with firm transportation service under Rate Schedule FT-1 and also delivers firm to the city-gate purchases made by Peoples from suppliers who are TETCO shippers. Peoples requires gas deliveries in the eastern portion of its service territory at Ebensburg, Delmont, Claysburg, and Rockwood and supplies into these delivery points are essential during the winter. Peoples purchases gas on TETCO and moves it over TETCO's facilities under its Rate FT-1 service agreement primarily to the Ebensburg and Delmont delivery points. Peoples Natural Gas also contracts with gas suppliers for the purchase of firm supply that is delivered on TETCO to Peoples' city-gates at the Claysburg and Rockwood delivery points in addition to occasionally supplementing the firm transportation deliveries at Ebensburg. TETCO also provides an operational balancing agreement that helps Peoples manage the unanticipated swings in demand at its physical interconnections with TETCO. (Peoples Natural Gas Company Statement No. 2, pp. 24-25.)

55. Peoples had 15,650 Dth/day of FT-1 firm transportation service under contract from TETCO for the entire 1307(f)-2024 historical period. Gas supplies under this transportation contract, which expires on April 30, 2025, are delivered by TETCO primarily at Peoples' Ebensburg delivery point located in TETCO's market zone M3. This service agreement may also be used to deliver gas supplies at Claysburg, also in M3, and Rockwood, which is upstream of Ebensburg in TETCO's market zone M2. Peoples plans to renew this TETCO FT-1 firm transportation service agreement during the 1307(f)-2025 projected period. (Peoples Natural Gas Company Statement No. 2, pp. 25-26.)

56. PNGD proposed in the 1307(f)-2015 proceeding to put in place an arrangement for additional firm gas deliveries of up to 25,000 Dth per Day to the Ebensburg delivery point for the 2015-2016 winter period. In the following year's 1307(f)-2016 proceeding, PNGD recommended seeking proposals for similar arrangements for the following winter, and this recommendation was accepted. Subsequent Request for Proposals ("RFP") resulted in firm agreements covering each winter period from 2016-2017 through 2022-2023. This most recent winter included two days with 52 and 48 HDDs on January 16 and 1, 2024, respectively, when PNGD used the firm agreements to deliver approximately 21,000 Dth each day at Ebensburg, which assisted effectively to hold up gas service in the eastern portion of the PNGD service territory. (Peoples Natural Gas Company Statement No. 2, pp. 27-28.)

57. PNGD can accept up to 11,000 Dth/day at its Rockwood interconnection with TETCO in TETCO's market zone M-2. Prior to 2007, Peoples satisfied this requirement with TETCO firm transportation capacity, but the M-2 firm transportation capacity was not renewed upon its March 31, 2007 expiration. Peoples then entered into a series of annual agreements for either firm delivered supply or for the purchase of released capacity that Peoples then matched with spot purchases that extended through the 2013-2014 winter period. For the next two winter seasons, Peoples satisfied its needs at this delivery point with delivered gas purchases. From 2017 through 2024, Peoples issued RFPs and contracted for firm delivered gas agreements for up to 6,000 Dth/day for each winter season. (Peoples Natural Gas Company Statement No. 2, p. 28.)

58. In July 2023, PNGD issued an RFP for firm deliveries of up to 6,000 Dth/day at TETCO M2 Rockwood for the period of November 2023 through March 2024. Approximately twenty potential shippers were solicited, and one proposal was received. Peoples accepted the offer for up to 6,000 Dth/day at Rockwood. The accepted Rockwood proposal included a reservation

charge of \$36,000 per month or \$180,000 for the deal term. The deal allowed for combinations of baseload and daily calls for supply. Baseload supply would be priced at the INSIDE FERC's Gas Market 5 Report, Monthly Bidweek Spot Gas Price Index for Texas Eastern, M-2 Receipts for that month plus TETCO M2-M2 FT rate variable charges. Daily supply would be priced Gas Daily midpoint pricing for Texas Eastern, M-2 Receipts reported for the day of flow plus M2-M2 FT rate variable charges. There was no minimum call provision for baseload or daily supply to Rockwood. (Peoples Natural Gas Company Statement No. 2, pp. 28-29.)

59. In July 2023, Peoples issued an RFP for firm deliveries of up to 31,000 Dth/day at TETCO M3 Ebensburg for the period of November 2023 through March 2024. Peoples received four proposals, from three companies, for Ebensburg supply. Peoples accepted the Ebensburg proposal which had no reservation charge for the term of the deal. The deal allows for combinations of baseload and daily calls for supply. Baseload supply would be priced at the INSIDE FERC's Gas Market Report, Monthly Bidweek Spot Gas Price Index for Texas Eastern, M-3 Receipts for that month. Daily supply would be priced Gas Daily midpoint pricing for Texas Eastern, M-2 Receipts reported for the day of flow plus \$0.45 per Dth. There was no minimum call provision for baseload or daily supply to Ebensburg. (Peoples Natural Gas Company Statement No. 2, p. 29.)

60. In Peoples' 1307(f)-2023 proceeding, PNGD described its service arrangements with TETCO and its intent to enter into arrangements for delivered gas on TETCO that would be in effect over what is now the 1307(f)-2024 historical period. Peoples also included estimated costs for these arrangements and described the reasons why Peoples entered into those firm supply arrangements. Under the settlement, the Parties agreed that the Commission should approve the Company's gas supply, pipeline and storage capacity contracts. In its final order in that proceeding,

the Commission approved the settlement including the rates for the collection of PNGD's natural gas costs that included the costs associated with the TETCO service arrangements. (Peoples Natural Gas Company Statement No. 2, p. 30.)

61. Similar to prior years, in addition to utilizing the FT contracts the Company holds with TETCO, the Company proposes to issue an RFP to potential suppliers for TETCO Zone M-2 delivered supply but up to 10,000 Dth/day for the winter period November 2024 through March 2025 to assist in balancing out Design Peak Day Requirements as presented earlier. For the same reason, the Company also proposes to issue a separate RFP to potential suppliers for TETCO Zone M-3 delivered supply up to 31,000 Dth/day for the winter period November 2024 through March 2025. The Company is currently in discussions with a few potential suppliers about providing this TETCO Zone M-3 delivered supply with a higher priority curtailment ranking than has been contracted for in the past. This is because TETCO has increased the number of OFOs it has normally issued for Zone M-3 deliveries, and the Company believes that this trend will continue due to the large electric generation load now attached to this part of TETCO's system. (Peoples Natural Gas Company Statement No. 2, pp. 30-31.)

62. NFG provides PNGD with no-notice storage service and firm transportation service under rates approved by the FERC. PNGD uses NFG's services primarily to serve the isolated Grove City area of its service territory. PNGD uses its storage service from NFG as a no-notice balancing service to manage supply to an uncertain demand and as a way to reduce natural gas costs, by buying supplies when they generally are cheaper during the summer months and injecting them into storage, and to enhance reliability, by withdrawing the volumes from storage during the winter when demand is highest. PNGD utilizes its firm transportation service from NFG both to

support the NFG storage service and for deliveries from other supply sources. (Peoples Natural Gas Company Statement No. 2, p. 31.)

63. During the entire 1307(f)-2024 historical period and for the first two months of the 1307(f)-2024 projected period, NFG provided 9,793 Dth/day of no-notice storage service to PNGD under its Rate ESS and 15,476 Dth/day of firm transportation service to PNGD under its Rate EFT. PNGD entered into both of those contracts in the mid-1990s, and the primary terms of those contracts expired on March 31, 2003. However, each of the contracts contains a one-year notice of termination provision so that if neither party gives the other one-year's notice of termination, the contracts automatically renew for another year. The contracts have automatically renewed on April 1 of each year since 2003 and will renew again, effective April 1, 2024. As a result, the NFG contracts will be in effect throughout the 1307(f)-2024 projected period. (Peoples Natural Gas Company Statement No. 2, p. 32.)

64. In Peoples' 1307(f)-2023 proceeding, PNGD described the arrangements between PNGD and NFG that would be in effect, over what is now the 1307(f)-2024 historical period. PNGD also described the reasons why it entered into those arrangements and the costs associated with them. Under the settlement in the 2023 1307(f) proceeding, the parties agreed that the Commission should approve the Company's gas supply, pipeline, and storage capacity contracts. In its final order in that proceeding, the Commission approved the settlement including the rates for the collection of PNGD's natural gas costs that included the costs associated with the NFG service arrangements over what is now the 1307(f)-2024 historical period. (Peoples Natural Gas Company Statement No. 2, pp. 32-33.)

65. For the 1307(f)-2024 historical period, TCO provided PGD firm transportation service under Rate FTS of up to 4,000 Dth/day along with firm storage service under Rate GSS

and related firm transportation service under Rate SST of up to 2,000 Dth/day with a total storage capacity of 112,860 Dth with an expiration date of March 31, 2025. The Company utilizes the TCO services to maintain system integrity in the Fairview and Hickory Corners area of the system. (Peoples Natural Gas Company Statement No. 2, p. 33.)

66. In Peoples' 1307(f)-2023 proceeding, PGD described the arrangements between PGD and TCO that would be in effect, over what is now the 1307(f)-2023 historic period. PGD also described the reasons why it entered into those arrangements and the costs associated with them. Under the settlement, the Parties agreed that the Commission should approve the Company's gas supply pipeline and storage capacity contracts. In the final order in that proceeding, the Commission approved the settlement including the rates for the collection of PGD's natural gas costs that included the costs associated with the TCO service arrangements over what is now the 1307(f)-2024 historical period. (Peoples Natural Gas Company Statement No. 2, p. 34.)

67. Peoples annually issues an RFP for firm city gate delivered supply for the upcoming winter season. These delivered supply agreements require the supplier to utilize Tennessee pipeline delivery points directly into Peoples at Pittsburgh Terminal and Pulaski. In addition, the agreements also required deliveries into the Columbia Gas of Pennsylvania, Inc. ("CPA") natural gas distribution system at New Castle, PA. This supply supports an exchange agreement under which CPA delivers gas into the Grove City area of Peoples' service territory, which is not physically integrated with the rest of the Peoples system. (Peoples Natural Gas Company Statement No. 2, pp. 34-35.)

68. In July 2023, Peoples issued an RFP for deliveries to its TGP meters at Pitt Terminal (meter 420199) and Pittsburgh Terminal (meter 420385), Pulaski and New Castle, for the period of November 2023 through March 2024. Approximately twenty potential suppliers were

solicited, and three offers were received. Peoples entered into an agreement with the supplier to make deliveries ranging from zero Dth/day to 36,000 Dth/day. The agreement included no reservation fee for the deal term. The agreement specified baseload supply pricing at the INSIDE FERC's Gas Market Report, Monthly Bidweek Spot Gas Price Index for Tennessee, Zone 4- 200 Leg for that month plus \$0.105 plus TGP Zone 4 to Zone 4 fuel and variables per Dth. For daily requested quantities, the proposal specified pricing at Gas Daily midpoint pricing for Tennessee, Zone 4-200 Leg reported for the day of flow plus \$0.105 plus TGP Zone 4 to Zone 4 fuel and variables per Dth. There was no minimum call provision of baseload or daily supply associated with either of the deals. (Peoples Natural Gas Company Statement No. 2, p. 35.)

69. In Peoples' 1307(f)-2023 proceeding, Peoples described its intention to issue RFPs for delivered service arrangements on Tennessee that would be in effect, over what is now the 1307(f)-2024 historical period. Peoples also included estimated costs for these arrangements and described the reasons why Peoples entered into those supply arrangements. Under the 1307(f)-2023 settlement, the Parties agreed that the Commission should approve the Company's gas supply, pipeline and storage capacity contracts. In its final order in that proceeding, the Commission approved the settlement including the rates for the collection of Peoples' natural gas costs that included the costs associated with this arrangement over what is now the 1307(f)-2024 historical period. (Peoples Natural Gas Company Statement No. 2, p. 36.)

70. The Company proposes to issue another RFP for firm delivered supply on Tennessee that will provide for delivery of natural gas on a firm basis for up to 35,000 Dth/day delivered to Peoples with 0 - 29,000 Dth/day delivered to Pittsburgh Terminal, 0 -3,000 Dth/day delivered to Pulaski, and 0 - 3,000 Dth/day delivered to New Castle and 0 – 6,000 Dth/day

delivered to Pitt Terminal (Former Peoples Gas citygate) for the winter period of November 2024 through March 2025. (Peoples Natural Gas Company Statement No. 2, p. 36.)

71. Peoples currently owns and operates the five storage fields, which have 2,147,000 Mcf of storage capacity and 55,300 Mcf of maximum design day withdrawal capacity. (Peoples Natural Gas Company Statement No. 2, p. 41.)

72. There are two categories of natural gas costs that Peoples incurs to own and operate its on-system storage facilities. The first of those categories is the portion of Peoples' requirements for company use and lost and unaccounted for gas that was attributable to those facilities. The second is the weighted average cost that Peoples assigns to each Mcf that is injected into and withdrawn from its on system (and interstate) storage facilities. For the 1307(f)-2024 historical period, the weighted average cost was based on the cost of all supplies that Peoples acquired over calendar year 2023. The total weighted average costs that Peoples assigned to injections into and withdrawals from storage over the historical period were those set forth on Peoples Natural Gas Company Exhibit No. 6. (Peoples Natural Gas Company Statement No. 2, pp. 41-42.)

73. In Peoples' 1307(f)-2023 proceeding, Peoples set forth projections regarding the use of on-system storage over what is now the 1307(f)-2024 historical period. In that proceeding, Peoples described the projected weighted average costs assigned to the supplies that Peoples anticipated injecting into and withdrawing from its on-system and interstate storage facilities over that same period. In its final order in that proceeding, the Commission approved rates for the collection of Peoples' natural gas costs that included the weighted average costs of supplies that Peoples anticipated injecting into and withdrawing from storage over what is now the 1307(f)-2024 historical period. The rates approved by the Commission also included the cost of Peoples' projected requirements for company use and lost or unaccounted for gas, including the portion of

those requirements attributable to its on-system storage facilities. (Peoples Natural Gas Company Statement No. 2, p. 42.)

74. Peoples projects to incur the weighted average costs of supplies injected into and withdrawn from storage that were set forth on Peoples Natural Gas Company Exhibit Nos. 7 and 8. While Peoples has done its best to anticipate what those weighted average costs will be, when the Company looks back next year, the weighted average costs likely will be different than what Peoples is projecting here, again because of the inability to predict the exact price of market-priced supplies. (Peoples Natural Gas Company Statement No. 2, p. 43.)

75. Peoples and its customers continue to purchase a substantial amount of their gas supply from Pennsylvania and Appalachian producers. Year-round base load gas supply is purchased by the Company from approximately 207 local Pennsylvania producers at approximately 1265 supply meters. The majority of this gas is produced from conventional gas wells drilled into shallow upper Devonian formations (approximately 4,000 ft.). Over the last 100 years, the Company's pipeline system has been designed and operated to accommodate local supply, which must be delivered at varying pressures. (Peoples Natural Gas Company Statement No. 2, p. 43.)

76. The deliverability of Pennsylvania gas has historically declined as the gas wells age. Such decline is characteristic of these small volume local wells and thus, over time, deliverability of existing wells will continue to fall as these wells are depleted. Over the last several years, the decline in new shallow well development resulted in production from the new gas wells failing to offset the production deliverability declines of the existing Pennsylvania gas wells. Production from Marcellus wells has accounted for roughly 22.1% of the total local production into Peoples' system. Adding new Marcellus gas is limited due to the lower operating pressures of

the gathering system and most Marcellus production is sold to the transport market since its steady, year-round supply matches up better with the less heat sensitive large industrial load. (Peoples Natural Gas Company Statement No. 2, pp. 43-44.)

77. In Peoples' 1307(f)-2023 proceeding, Peoples described its contracts for local gas supplies that would be in effect over what is now the 1307(f)-2024 historical period. Under the settlement, the Parties agreed that the Commission should approve the Company's gas supply, pipeline and storage capacity contracts. In its final order in that proceeding, the Commission approved the settlement including the rates for the collection of Peoples' natural gas costs that included the costs associated with the local gas contracts over what is now the 1307(f)-2024 historical period. (Peoples Natural Gas Company Statement No. 2, p. 47.)

78. Besides the Vintage and Dedicated gas purchase agreements, which only represent a small percentage of the total local supply purchased, all of the Company's other local gas supply contracts are subject to renegotiation due to the evergreen nature of the agreements. During the 1307(f)-2024 historical period, there were a number of local production meters that switched from system supply to transportation agreements and vice versa but the amount of local supplies Peoples purchased for its customers was virtually the same as the 1307(f)-2023 historical period. (Peoples Natural Gas Company Statement No. 2, p. 47.)

79. Peoples uses the spot market to purchase a substantial amount of its natural gas requirements. A large portion of its interstate supply deals are done as day-ahead deals and reference a published index for pricing, allowing the final pricing to be determined by the market. Along with its local gas supplies, these are the supplies that Peoples uses to meet the demands of those customers who continue to buy their supplies from Peoples. These are also the supplies that

Peoples uses its various interstate pipeline assets to transport and store. (Peoples Natural Gas Company Statement No. 1, p. 48.)

80. Peoples continually adjusts its daily supply plan based on actual and projected daily weather and customer usage. As part of that process, Peoples determines if additional supply is required at various parts of its system or, during the storage injection season, at various off-system storage receipt points. Peoples monitors the New York Mercantile Exchange (“NYMEX”) futures prices and the Intercontinental Exchange (“ICE”) cash and forward prices, and monitors various spot market gas index prices for areas from which it purchases spot market supplies. With this information, Peoples will determine the least cost option to serve areas of its system that requires additional supply. Peoples is in frequent contact with many gas suppliers who will agree to deliver spot market supplies to pipeline receipt points from which Peoples is able to secure transportation to its city gate or to storage receipt points pursuant to off-system storage contracts. (Peoples Natural Gas Company Statement No. 2, p. 49.)

81. Since 2010, Peoples has been working to reduce UFG. The Company’s UFG volume was 7.0 Bcf in 2017, which resulted in a loss rate of 4.46%. For the period ending August 31, 2023, the overall Company system amount was 6.0 Bcf, which resulted in an overall system loss rate of 4.3%, or 14% less during this recent 5-year period. The two main components of the Company’s overall UFG are Distribution UFG and Gathering UFG. Distribution UFG for the last reporting period is 3.6 Bcf which results in a loss rate of 2.69% which is below the Commission’s targeted loss rate for Distribution UFG of 3.0%. The Gathering UFG for the 20223 reporting period is 2.4 Bcf and equates to a loss rate of 7.33%, down from 9.83% in 2017 when the Company began the most recent mitigation plan. (Peoples Natural Gas Company Statement No. 5, p. 4.)

82. Despite the efforts to reduce UFG, Peoples remains challenged to reduce UFG on its pipelines that gather gas from local production wells. The Peoples gathering system is comprised of older (mostly pre-1970), low pressure pipe, much of which has provided service for producers and customers for many years and is nearing the end of its useful life. The customers are generally scattered across the gathering system in relatively rural areas, although there are a very few areas where there are high concentrations of customers. Since the Commission adopted regulations beginning in 2014 requiring industry-wide UFG reporting, Peoples has segmented the loss attributable to the gathering pipelines from the loss attributable to other functional pipeline systems. (Peoples Natural Gas Company Statement No. 5, p. 4.)

83. The Company has seen less and less local gas delivered into the Company's lines in recent years due to normal production declines and decreased new drilling in these systems. As the total amount of gas entering the gathering system is reduced, the same volumetric loss would result in a higher UFG rate. In fact, a lower volumetric loss can still result in an increased UFG rate because there is less gas flowing through the system. The production declined by more than 9.5 BCF since 2017 and by more than 1.4 BCF of 3.9% during the latest period, so the decreased production has impacted UFG rates. Had the 2023 production stayed at the same rate as it was in 2022, the 2023 loss rate would have been 7.04%. (Peoples Natural Gas Statement No. 4, pp. 5-6.)

84. Peoples began working on its UFG mitigation plan even before it was filed in Docket Nos. R-2018-2645278 and R-2018-3000236. Peoples Exhibit No. 13 is a summary of the specific actions taken since the 2018 plan inception and an update of ongoing activities though the current PGC period. (Peoples Natural Gas Company Statement No. 4, p. 6.)

85. The Company continues to focus on its major gathering systems. Additionally, the Company has installed upgraded measurement on measuring stations and one of its large field compressor stations. (Peoples Natural Gas Company Statement No. 4, p. 7.)

86. In addition, Peoples continued its audit process of producer meters and, as a result, found a number of wells that were operating outside of the Company's standards and, in some cases, contributing to UFG. Peoples acted in each of these cases to have the issues remedied, which in many cases resulted in shutting in the production. (Peoples Natural Gas Company Statement No. 4, p. 7.)

87. In addition, the following activities were performed: (1) expired and removed 77 zero flow production meters; (2) completed 1398 meter service/repair orders; and (3) continued automation of measurement data for ready UFG analysis. (Peoples Natural Gas Company Statement No. 5, p. 7.)

88. The Company is proposing a single producer retainage rate across both Divisions based on the average level currently charged for all conventional production. More specifically, Peoples proposes a producer retainage rate of 2.61% for all conventional production entering both the PNGD system and PGD systems. Since the non-gas charges are proposed to be standardized, it is appropriate to charge the same level of retainage. (Peoples Natural Gas Company Statement No. 4, p. 9.)

89. The producers are the primary beneficiaries of the gathering system and should contribute to the costs of the UFG. Through the allocation of some of the gathering system losses to the producers whose gas flows on those systems, the Company will continue to incent the producers to partner with Peoples in developing UFG mitigation initiatives, which has produced a number of cooperative system improvements. Therefore, with UFG being an unavoidable cost

component of gathering and delivering local gas, and with both producers and customers benefitting from it, it is appropriate for both producers and customers to pay a portion of the UFG costs. (Peoples Natural Gas Company Statement No. 4, p. 10.)

90. Peoples monitors and participates in various proceedings before the Federal Energy Regulatory Commission (“FERC”) as a means of assuring for Peoples’ ratepayers the future availability of reasonably priced, reliable gas supplies. (Peoples Natural Gas Company Statement No. 1, p. 6.)

91. Peoples undertakes legal action as necessary to protect the interests of its ratepayers. (Peoples Natural Gas Company Exhibit No. 2; Peoples Natural Gas Company Statement No. 1, pp. 5-7.)

**V. STANDARDS, FINDINGS, AND PROPOSED CONCLUSIONS OF LAW**

92. The Commission has jurisdiction over the parties and subject matter of this proceeding. 66 Pa.C.S. §§ 1307(f), 1317-18.

93. With respect to Peoples’ gas purchases and gas purchasing practices during the 12-month historical reconciliation period ended January 31, 2024, it is requested that the ALJ and the Commission find that Peoples has met the standards of Section 1318 of the Public Utility Code, 66 Pa. C.S. § 1318, as required by Section 1307(f)(5) of the Public Utility Code, 66 Pa. C.S. § 1307(f)(5), as to all actual purchased gas costs in the historical period. It is requested that the Commission find that during the 12 months ended January 31, 2024:

- a. Peoples met the requirements of Section 1318(a) of the Public Utility Code by pursuing a least-cost fuel procurement policy, consistent with its obligations to provide safe, adequate, and reliable service to its customers; and

- b. All gas exchanges by Peoples with entities that are considered an affiliated interest have met the requirements of Section 1318(b) of the Public Utility Code relating to purchases from and services provided by entities that are considered affiliates.
94. Peoples has fully and vigorously represented the interests of its ratepayers in proceedings before FERC and other relevant non-Commission proceedings during the relevant time period in compliance with 66 Pa.C.S. § 1318(a)(1).
95. Peoples has taken all prudent steps necessary to negotiate favorable gas supply contracts and to relieve the Company from terms in existing contracts with its gas suppliers which are or may be adverse to the interests of the Company's ratepayers in compliance with 66 Pa.C.S. § 1318(a)(2).
96. Peoples has taken all prudent steps necessary to obtain lower cost gas supplies on both short-term and long-term bases both within and outside the Commonwealth, including the use of gas transportation arrangements with pipelines and other distribution companies in compliance with 66 Pa.C.S. § 1318(a)(3).
97. Peoples has not withheld from the market or caused to be withheld from the market any gas supplies which should have been utilized as part of a least cost fuel procurement policy in compliance with 66 Pa.C.S. § 1318(a)(4).
98. Peoples has fully and vigorously attempted to obtain less costly gas supplies on both short-term and long-term bases from nonaffiliated interests in compliance with 66 Pa.C.S. § 1318(b)(1).
99. Neither Peoples nor its affiliated interests have withheld from the market any gas supplies which should have been utilized as part of a least cost fuel procurement policy in compliance with 66 Pa.C.S. § 1318(b)(3).

100. During the eight-month interim period beginning February 1, 2024, and the projected 12-month period beginning October 1, 2024, when rates contained in this Settlement will be in effect,<sup>3</sup> it is requested that the Commission find, based upon information presently available and based upon evidence of record in this proceeding concerning Peoples' projected purchases and purchasing policies, that the rates to be adopted by the Commission result from Peoples' compliance with the provisions of Section 1318 of the Public Utility Code, including subsections (a)(1)-(4) and (b)(1)-(3). 66 Pa. C.S. § 1318(a)(1)-(4), (b)(1)-(3). It is expressly understood and agreed that this finding is made solely for the purpose of setting prospective rates that shall continue to be subject to the standards of Section 1318 of the Public Utility Code, 66 Pa. C.S. § 1318, and to further review in an appropriate future proceeding. This provision is not intended to limit or prevent the parties from reviewing, after such projected gas purchases actually have been made and gas purchasing practices actually have been implemented, whether Peoples' gas purchases and gas purchasing practices complied with Section 1318. If in an appropriate future proceeding Peoples' gas purchases and gas purchasing practices from February 1, 2024, through September 30, 2025, were challenged, the Commission's findings based upon this provision shall not bar the examination of such purchases and practices, including, but not limited to, disallowance of or reductions to such costs during the eight-month interim period commencing February 1, 2024, and the 12-month application period commencing October 1, 2024, and ending September 30, 2025.

101. The Joint Petition for Settlement is in the public interest.

---

<sup>3</sup> The proposed tariff rates effective October 1, 2024, will be updated to reflect actual and projected over/undercollections through September 30, 2025.

**VI. PROPOSED ORDERING PARAGRAPHS**

102. That the Settlement among Peoples Natural Gas Company LLC, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, and the Office of Consumer Advocate in the above-captioned case is hereby approved and adopted.

103. That Peoples Natural Gas Company LLC shall file a tariff supplement to become effective on October 1, 2024, on not less than one-day's notice of the final Commission order approving the Settlement, containing changes in rates to provide for the recovery of its costs of purchased gas, consistent with the terms and conditions of the Settlement.

104. That Peoples Natural Gas Company LLC, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, and the Office of Consumer Advocate shall comply with the terms and conditions of the Settlement submitted in this proceeding as though each term and condition stated therein had been subject of an individual ordering paragraph.

105. That upon Peoples Natural Gas Company LLC's filing of a tariff supplement acceptable to the Commission as conforming with this order and the Settlement and the Commission's approval thereof, the purchased gas rates established therein shall become effective for service rendered on and after October 1, 2024.

106. That the complaint filed by the Office of Small Business Advocate in this proceeding at Docket No. C-2024-3047498 be marked closed.

107. That the complaint filed by the Office of Consumer Advocate in this proceeding at Docket No. C-2024-3047727 be marked closed.

108. That the investigation at Docket No. R-2024-3045945 be marked closed.

## **VII. THE PUBLIC INTEREST**

109. This Settlement was achieved by the Joint Petitioners after an extensive investigation of Peoples' filing, including extensive formal discovery and the service of written direct testimony by Peoples and OCA, and written rebuttal testimony by Peoples.

110. Acceptance of the Settlement avoids the necessity and costs of further administrative and potential appellate proceedings.

111. The Settlement provides for the recovery of natural gas costs that are just and reasonable given the positions advanced in the testimony and exhibits of the various parties.

112. Attached as **Appendices B through D** are Statements in Support submitted by Peoples, I&E, and OCA setting forth the bases upon which they believe the Settlement is in the public interest.

113. OSBA and PIOGA are submitting letters indicating their non-opposition to the Settlement separate and apart from this Settlement Petition.

## **VIII. CONDITIONS OF SETTLEMENT**

114. This Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Settlement without modification. This Settlement shall become effective on the date on which the Commission enters a final order that adopts the terms and conditions of this Settlement. If the Commission enters a final order that approves this Settlement, but with one or more modifications, this Settlement shall nonetheless become effective unless one or more of the Joint Petitioners elects to withdraw from the Settlement. Such election to withdraw must be made in writing, filed with the Secretary of the Commission, and served upon all parties within five business days after the entry of an Order modifying the Settlement. In such event, the Settlement shall be void and of no effect.

115. The Joint Petitioners acknowledge and agree that this Settlement, if approved, shall have the same force and effect as if the Joint Petitioners had fully litigated this proceeding, resulting in the establishment of rates that are just and reasonable.

116. This Settlement is proposed by the Joint Petitioners to settle all of their issues in the instant proceeding. If the Commission does not approve the Settlement and the proceedings continue, the Joint Petitioners reserve their respective rights to present additional testimony and to conduct full cross-examination, briefing, and argument. The Settlement is made without any admission against, or prejudice to, any position that any party may adopt in the event of any subsequent litigation of these proceedings, or in any other proceeding.

117. The Joint Petitioners acknowledge that the Settlement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding. This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement this Settlement.

118. This Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner which is fair and reasonable. The Settlement is presented without prejudice to any position which any of the Joint Petitioners may have advanced and without prejudice to the position any of the Joint Petitioners may advance in the future on the merits of the issues in future proceedings except to the extent necessary to effectuate the terms and conditions of the Settlement. This Settlement does not preclude the Joint Petitioners from taking other positions in proceedings of other public utilities under Section 1307(f) of the Public Utility Code, 66 Pa.C.S. § 1307(f), or any other proceeding.

**IX. CONCLUSION**

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request that: (1) the Honorable Administrative Law Judge Katrina L. Dunderdale recommend approval of and the Commission approve this Settlement, including all terms and conditions thereof without modification, and make the findings contained therein; and (2) the Commission enter a final order approving this Settlement.

Respectfully submitted,



Date: 06/18/2024

Anthony D. Kanagy Esquire  
Nicholas A. Stobbe, Esquire  
Post & Schell, P.C.  
17 North Second Street  
12<sup>th</sup> Floor  
Harrisburg, PA 17101-1601

Meagan Moore, Esquire  
PNG Companies LLC  
375 North Shore Drive  
Pittsburgh, PA 15212

*For Peoples Natural Gas Company LLC*



Date: 06/18/2024

Carrie B. Wright, Esquire  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building 400  
Office of Consumer Advocate  
North Street, 2<sup>nd</sup> Floor West  
Harrisburg, PA 17105-3265

*For the Bureau of Investigation and  
Enforcement*

/s/ Melanie Joy El Atieh  
Melanie Joy El Atieh, Esquire  
Deputy Consumer Advocate  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1923

Date: 6/18/24

*For Office of Consumer Advocate*

# **APPENDIX A**

# PEOPLES NATURAL GAS COMPANY LLC

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

**ISSUED:**

**EFFECTIVE:**

**BY: Michael Huwar  
President  
375 North Shore Drive  
Pittsburgh, PA 15212**

### NOTICE

This tariff makes changes to existing rates.  
(See page 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.
12	Description of Territory	Additional cities/boroughs and townships included.
13	Description of Territory	Additional cities/boroughs and townships included.
14	Description of Territory	Additional boroughs and townships included.
15	Description of Territory	Additional boroughs and townships included.
17	Description of Territory	Additional cities/boroughs included.
18	Rules and Regulations	Modified language for Application of Service to include specifics from the Peoples Gas tariff.
19,20,21	Rules and Regulations	Modified Rules of Deposit language to include language from the Peoples Gas tariff.
24	Rules and Regulations	"amortization or settlement" changed to "payment".
25	Rules and Regulations	Modified language to Nonliability of Company/Limitation of Liability and Measure of Gas.
25	Rules and Regulations	Billing and Payment language modified. Added US currency to specific type of payment and modified language on meter reads.
26, 27	Rules and Regulations	Modified language for Billing and Payments to revise specifics using the Peoples Gas tariff.
27	Rules and Regulations	Modified Authority of Agents language.
29, 30, 31	Rules and Regulations	Modified language for Emergency Curtailment to include specifics from the Peoples Gas tariff.
33	Rules and Regulations	Modified language to Service Agreement and Flexible Rates.
36	Rules and Regulations	Modified language to Complaint Procedures to remove Alleged Slamming Complaints details.
39	Rules and Regulations	Modified Gas Quality details and added Nonconformance language from Peoples Gas tariff.
40	Residential Service	Customer and Delivery Charges updated.
41	Customer Assistance Program	Removed language for CAP automatic enrollment.
42	Customer Assistance Program	Removed language for payments towards arrearage.
44	Pilot Extended Customer Assistance Program	Revised description and removed language for payments towards arrearage.

ISSUED:

EFFECTIVE:

**LIST OF CHANGES**

<b>Page</b>	<b>Page Description</b>	<b>Revision Description</b>
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 modified .
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 modified.
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.

ISSUED:

EFFECTIVE:

	Rider Purchased Gas Costs				Base Rate Charges (5)	Rider STAS (6)	Rider MFC (7)	Rider Supplier Choice (8)	Rider USR (9)	Rider GPC (10)	Rider DSIC Charge (11)	Rider TRS (12)	Former Peoples Gas Customers	Former Peoples Natural Gas	Former Peoples Gas Customers	
	Capacity (1)	AVC Capacity (2)	GCA (3)	Commodity (4)									RIDER TCJA 3/ (13)	Total Rate (14=SUM 1 to 12)	Total Rate (15=SUM 1 to 13)	
<b>Residential Sales</b>						0.00%					0.00%					
Customer Charge					\$ 16.80		\$ 0.0037				\$ -	\$ (0.9920)	\$ (0.3502)	\$ 15.8117	\$	15.4615
Capacity	\$ 1.0301	\$ 0.6835					\$ 0.0226							\$ 1.7362	\$	1.7362
Price to Compare - PTC			\$ -	\$ 2.9220			\$ 0.0643		\$ 0.0865					\$ 3.0728	\$	3.0728
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)											\$ (3.7904)	\$	(3.7904)
Delivery Charge					\$ 5.3537			\$ 0.0140			\$ -	\$ (0.2710)	\$ (0.1506)	\$ 5.0967	\$	4.9461
State Tax Surcharge					\$ -									\$ -	\$	-
Total per MCF							\$ 0.0869							\$ 6.1153	\$	5.9647
<b>Small General Service (SGS)</b>																
Customer Charge																
0 to 499 MCF/Yr					\$ 22.00		\$ 0.0037				\$ -	\$ (1.3683)	\$ (0.7783)	\$ 20.6354	\$	21.2254
500 to 999 MCF/Yr					\$ 44.00		\$ 0.0037				\$ -	\$ (2.7366)	\$ (1.4454)	\$ 41.2671	\$	42.5583
1/ Capacity	\$ 0.4468	\$ 0.6604												\$ 1.1072	\$	1.1072
Price to Compare - PTC	\$ 0.5833		\$ -	\$ 2.9220			\$ 0.0131		\$ 0.0865					\$ 3.6049	\$	3.6049
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)											\$ (3.7904)	\$	(3.7904)
Delivery Charge					\$ 3.9844					\$ -	\$ (0.1847)	\$ (0.1134)	\$	\$ 3.7997	\$	3.6863
State Tax Surcharge					\$ -									\$ -	\$	-
Total per MCF	\$ 1.0301													\$ 4.7214	\$	4.6080
<b>Medium General Service (MGS)</b>																
Customer Charge																
1,000 to 2,499 MCF/Yr					\$ 101.00					\$ -	\$ (5.8152)	\$ (1.6678)	\$	\$ 95.1848	\$	99.3322
2,500 to 24,999 MCF/Yr					\$ 145.00					\$ -	\$ (8.8938)	\$ (3.8915)	\$	\$ 136.1062	\$	141.1085
1/ Capacity	\$ 0.4468	\$ 0.4156												\$ 0.8624	\$	0.8624
Price to Compare - PTC	\$ 0.5833		\$ -	\$ 2.9220			\$ 0.0131		\$ 0.0865					\$ 3.6049	\$	3.6049
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)											\$ (3.7904)	\$	(3.7904)
Delivery Charge					\$ 3.6941					\$ -	\$ (0.1841)	\$ (0.1081)	\$	\$ 3.5100	\$	3.4019
State Tax Surcharge					\$ -									\$ -	\$	-
Total per MCF	\$ 1.0301													\$ 4.1869	\$	4.0788
<b>Large General Service (LGS)</b>																
Customer Charge																
25,000 to 49,999 MCF/Yr					\$ 940.00					\$ -	\$ (39.3381)	\$ (17.7896)	\$	\$ 900.6620	\$	922.2104
50,000 to 99,999 MCF/Yr					\$ 1,465.00					\$ -	\$ (51.3105)	\$ (33.3555)	\$	\$ 1,413.6895	\$	1,431.6445
100,000 to 199,999 MCF/Yr					\$ 2,130.00					\$ -	\$ (95.7796)	\$ (111.1850)	\$	\$ 2,034.2204	\$	2,018.8150
Over 200,000 MCF/Yr					\$ 5,630.00					\$ -	\$ (109.4624)	\$ (166.7775)	\$	\$ 5,520.5376	\$	5,463.2225
1/ Capacity	\$ 0.1165	\$ 0.2047												\$ 0.3212	\$	0.3212
Price to Compare - PTC	\$ 0.9136		\$ -	\$ 2.9220			\$ 0.0131		\$ 0.0865					\$ 3.9352	\$	3.9352
GCA Refund Credit Oct-Dec 2023			\$ (3.7904)											\$ (3.7904)	\$	(3.7904)
Delivery Charge																
25,000 - 49,999 MCF/Yr					\$ 2.6360	\$ -				\$ -	\$ (0.1807)	\$ (0.0834)	\$	\$ 2.4554	\$	2.3720
50,000 - 99,999 MCF/Yr					\$ 2.5519	\$ -				\$ -	\$ (0.1763)	\$ (0.0834)	\$	\$ 2.3756	\$	2.2922
100,000 - 199,999 MCF/Yr					\$ 2.4335	\$ -				\$ -	\$ (0.1758)	\$ (0.0222)	\$	\$ 2.2578	\$	2.2356
200,000 to 749,999 MCF/Yr					\$ 2.1937	\$ -				\$ -	\$ (0.1710)	\$ (0.0222)	\$	\$ 2.0226	\$	2.0004
750,000 to 1,999,999 MCF/Yr					\$ 1.9097	\$ -				\$ -	\$ (0.1459)	\$ (0.0222)	\$	\$ 1.7638	\$	1.7416
Over 2,000,000 MCF/Yr					\$ 1.4431	\$ -				\$ -	\$ (0.1125)	\$ (0.0222)	\$	\$ 1.3306	\$	1.3084
2/ Total per MCF	\$ 1.0301													\$ 2.9214	\$	2.8380

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 TJCA Temporary Surcharge applies to former Peoples Gas Division customers.

4/ In addition to the above listed rates the Weather Normalization Adjustment applies during October through May billing months.

5/ 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.

ISSUED:

EFFECTIVE:

	Base Rate Charges (1)	Rider STAS (2)	Rider MFC (3)	Rider USR (4)	Rider Purchased Gas Costs Capacity (5)    AVC Capacity (6)		Balancing Charge (7)	Rider Supplier Choice (8)	Rider DSIC Charge (9)	Rider TRS (10)	Former Peoples Gas Customers RIDER TCJA 3/ (11)	Former Peoples Natural Gas Total Rate (12=SUM 1 to 10)	Former Peoples Gas Customers Total Rate (13=SUM 1 to 11)
<b>Rate GS-T Residential</b>		0.00%							0.00%				
Customer Charge	\$ 16.8000							\$ 0.0037	\$ -	\$ (0.9920)	\$ (0.3502)	\$ 15.8117	\$ 15.4615
Capacity			\$ 0.0226		\$ 1.0301	\$ 0.6835						\$ 1.7362	\$ 1.7362
Delivery Charge	\$ 5.3537			\$ 0.0140				\$ -	\$ (0.2710)	\$ (0.1506)		\$ 5.0967	\$ 4.9461
State Tax Surcharge		\$ -										\$ -	\$ -
Total per MCF												\$ 6.8329	\$ 6.6823
<b>Rate GS-Transportation SGS</b>													
Customer Charge													
0 to 499 MCF/Yr	\$ 22.0000							\$ 0.0037	\$ -	\$ (1.3683)	\$ (0.7783)	\$ 20.6354	\$ 19.8571
500 to 999 MCF/Yr	\$ 44.0000							\$ 0.0037	\$ -	\$ (2.7366)	\$ (1.4454)	\$ 41.2671	\$ 39.8217
1/ Capacity/BB&A					\$ 0.6604	\$ 0.4468						\$ 1.1072	\$ 1.1072
Delivery Charge	\$ 3.9844							\$ -	\$ (0.1847)	\$ (0.1134)		\$ 3.7997	\$ 3.6863
State Tax Surcharge		\$ -										\$ -	\$ -
Total per MCF												\$ 4.9069	\$ 4.7935
<b>Rate GS-Transportation MGS</b>													
Customer Charge													
1,000 to 2,499 MCF/Yr	\$ 101.0000							\$ -	\$ (5.8152)	\$ (1.6678)		\$ 95.1848	\$ 93.5170
2,500 to 24,999 MCF/Yr	\$ 145.0000							\$ -	\$ (8.8938)	\$ (3.8915)		\$ 136.1062	\$ 132.2147
1/ Capacity/BB&A					\$ 0.4156	\$ 0.4468						\$ 0.8624	\$ 0.8624
Delivery Charge	\$ 3.6941							\$ -	\$ (0.1841)	\$ (0.1081)		\$ 3.5100	\$ 3.4019
State Tax Surcharge		\$ -										\$ -	\$ -
Total per MCF												\$ 4.3724	\$ 4.2643
<b>Rate GS-Transportation LGS</b>													
Customer Charge													
25,000 to 49,999 MCF/Yr	\$ 940.0000							\$ -	\$ (39.3381)	\$ (17.7896)		\$ 900.6620	\$ 882.8724
50,000 to 99,999 MCF/Yr	\$ 1,465.0000							\$ -	\$ (51.3105)	\$ (33.3555)		\$ 1,413.6895	\$ 1,380.3340
100,000 to 199,999 MCF/Yr	\$ 2,130.0000							\$ -	\$ (95.7796)	\$ (111.1850)		\$ 2,034.2204	\$ 1,923.0354
Over 200,000 MCF/Yr	\$ 5,630.0000							\$ -	\$ (109.4624)	\$ (166.7775)		\$ 5,520.5376	\$ 5,353.7601
1/ Capacity/BB&A					\$ 0.2047	\$ 0.1165						\$ 0.3212	\$ 0.3212
Delivery Charge													
25,000 - 49,999 MCF/Yr	\$ 2.6360	\$ -						\$ -	\$ (0.1807)	\$ (0.0834)		\$ 2.4554	\$ 2.5526
50,000 - 99,999 MCF/Yr	\$ 2.5519	\$ -						\$ -	\$ (0.1763)	\$ (0.0834)		\$ 2.3756	\$ 2.4685
100,000 - 199,999 MCF/Yr	\$ 2.4335	\$ -						\$ -	\$ (0.1758)	\$ (0.0222)		\$ 2.2578	\$ 2.4113
200,000 to 749,999 MCF/Yr	\$ 2.1937	\$ -						\$ -	\$ (0.1710)	\$ (0.0222)		\$ 2.0226	\$ 2.1715
750,000 to 1,999,999 MCF/Yr	\$ 1.9097	\$ -						\$ -	\$ (0.1459)	\$ (0.0222)		\$ 1.7638	\$ 1.8875
Over 2,000,000 MCF/Yr	\$ 1.4431	\$ -						\$ -	\$ (0.1125)	\$ (0.0222)		\$ 1.3306	\$ 1.4209
2/ Total per MCF												\$ 2.7766	\$ 2.8738

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 TJCA Temporary Surcharge applies to former Peoples Gas Division customers.  
 4/ In addition to the above listed rates the Weather Normalization Adjustment applies during October through May billing months.  
 5/ 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.

TABLE OF CONTENTS

List of Changes .....2-2A

Summary of Rates.....3-4

Table of Contents ..... 5

Definition of Terms ..... 6-7

Classification of Customers ..... 8-9

Rates Available Under This Tariff ..... 10

Description of Territory ..... 11-17

Rules and Regulations ..... 18-39

Rate RS ..... 40

Rate CAP..... 41-43

Rate E-CAP ..... 44

Rate SGS ..... 45-46

Rate MGS..... 47-48

Rate LGS..... 49-50

Rate GS-T ..... 51-58

Rate GS-SB ..... 59-60

Rate MLS..... 61-62

Rate NGPV ..... 63

Rate Appalachian Gathering Service ..... 64

Rate GL.....65

Rate CER ..... 66

Rider STAS ..... 67

Rider Purchased Gas Cost and Rider AVC Capacity Charge ..... 68-71

Rider Transition Cost Mechanism ..... 72-73

Rider Supplier Choice ..... 74

Rider Merchant Function Charge ..... 75

Rider Universal Service ..... 76

Rider Gas Procurement Charge ..... 77

Rider Tax Repairs Surcredit .....78

Rider Weather Normalization Adjustment..... 79-80

Rider DSIC ..... 81-83

Rider TCJA – TCJA Surcharge ..... 84

**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.

**Capacity Charge** – A charge designed to recover the costs that the Company incurs to reserve capacity on interstate pipelines.

**Chapter 56** – 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.

**Commission** – 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.

**Commodity Service** – 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.

**Customer** – 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

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

**Daily Available Volume** – 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.

**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.

**Delivery Charge** – 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.

**Distribution Charges** – 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.

**DEFINITIONS OF TERMS**

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

**Natural Gas Supplier (NGS)** – 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.

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

**Supplier of Last Resort Service** – 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.

**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.

**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.

**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.

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 COUNTYCities and Boroughs

Aspinwall	Emsworth	Port Vue
Avalon	Etna	Rankin
Baldwin	Forest Hills	Rossllyn Farms
Bellevue	Fox Chapel	Sewickley Heights
Ben Avon	Franklin Park	Sewickley Hills
Ben Avon Heights	Glassport	Sharpsburg
Bethel Park	Greentree	Springdale
Blawnox	Heidelberg	Swissvale
Braddock	Homestead	Tarentum
Braddock Hills	Ingram	Thornburg
Brackenridge	Jefferson	Trafford
Brentwood	Jefferson Hill	Turtle Creek
Bridgeville	Liberty	Verona
Carnegie	Lincoln	Versailles
Chalfant	McKeesport	Wall
Cheswick	McKees Rocks	West Elizabeth
Churchill	Millvale	West Homestead
Clairton	Monroeville	West Mifflin
Coraopolis	Mt. Oliver	West View
Crafton	Munhall	Whitaker
Dormont	North Braddock	Whitehall
Dravosburg	Oakmont	White Oak
Duquesne	Penn Hills	Wilkinsburg
East McKeesport	Pitcairn	Wilmerding
East Pittsburgh	Pittsburgh	
Edgewood	Pleasant Hills	
Elizabeth	Plum	

Townships

Aleppo	Kilbuck	Scott
Collier	Marshall	Shaler
Crescent	McCandless	South Fayette
East Deer	Moon	South Park
Elizabeth	Mt. Lebanon	South Versailles
Fawn	North Fayette	Springdale
Findlay	North Versailles	Stowe
Forward	O' Hara	Upper St. Clair
Frazer	Ohio	West Deer
Hampton	Pine	Wilkins
Harmar	Reserve	
Harrison	Richland	
Indiana	Robinson	
Kennedy	Ross	

DESCRIPTION OF TERRITORY

ARMSTRONG COUNTY

Cities and Boroughs

Apollo  
Applewold  
Atwood  
Dayton  
Elderton

Ford City  
Ford Cliff  
Freeport  
Kittanning  
Leechburg

Manorville  
North Apollo  
Parker City  
Rural Valley  
West Kittanning  
Worthington

Townships

Bethel  
Boggs  
Bradys Bend  
Burrell  
Cadogan  
Cowanshannock  
East Franklin  
Gilpin  
Hovey

Kiskiminetas  
Kittanning  
Madison  
Mahoning  
Manor  
North Buffalo  
Parks  
Pine  
Plumcreek

Rayburn  
Redbank  
South Bend  
South Buffalo  
Sugarcreek  
Valley  
Washington  
Wayne  
West Franklin

BEAVER COUNTY

Cities and Boroughs

Aliquippa  
Beaver  
Industry  
Midland

Monaca  
Ohioville

Shippingport  
South Heights

Townships

Brighton  
Center  
Chippewa  
Darlington  
Franklin

Hopewell  
Independence  
Marion  
New Sewickley

Potter  
Raccoon  
South Beaver  
Vanport

BLAIR COUNTY

Cities and Boroughs

Altoona  
Bellwood

Duncansville  
Hollidaysburg

Tyrone

Townships

Allegheny  
Antis  
Blair

Frankstown  
Greenfield

Logan  
Snyder

DESCRIPTION OF TERRITORY

BUTLER COUNTY

Boroughs

Bruin  
Butler  
Callery  
Connoquenessing  
East Butler  
Evans City

Fairview  
Harmony  
Mars  
Petrolia  
Portersville  
Prospect

Sarver  
Saxonburg  
Seven Fields  
Slippery Rock  
Valencia  
Zelienople  
Zelienople

Townships

Adams  
Buffalo  
Butler  
Center  
Cherry  
Clinton  
Clearfield  
Concord  
Connoquenessing  
Cranberry

Donegal  
Fairview  
Forward  
Franklin  
Jackson  
Jefferson  
Lancaster  
Marion  
Middlesex

Muddycreek  
Oakland  
Parker  
Penn  
Slippery Rock  
Summit  
Washington  
Winfield  
Worth

CAMBRIA COUNTY

Cities and Boroughs

Brownstown  
Cresson  
Dale  
Ebensburg  
Ferndale  
Franklin

Gallitzin  
Geistown  
Johnstown  
Lorain  
Loretto

Nanty-Glo  
Portage  
Sankertown  
Southmont  
Westmont

Townships

Adams  
Allegheny  
Blacklick  
Cambria  
Conemaugh  
Cresson  
Croyle

East Taylor  
Jackson  
Lower Yoder  
Middle Taylor  
Munster  
Portage

Richland  
Stonycreek  
Susquehanna  
Upper Yoder  
Washington  
West Carroll  
West Taylor

DESCRIPTION OF TERRITORY

CLARION COUNTY

Boroughs

Sligo

Townships

Clarion  
 Limestone  
 Madison

Monroe  
 Piney  
 Porter

Redbank  
 Toby

CLEARFIELD COUNTY

Townships

Bell

Burnside

FAYETTE COUNTY

Boroughs

Belle Vernon  
 Fayette City

Fairchance  
 Masontown

Point Marion

Townships

Franklin  
 Georges  
 German  
 Jefferson  
 Luzerne

Menallen  
 North Union  
 Perry  
 Saltlick  
 South Union

Springhill  
 Stewart  
 Washington  
 Wharton

GREENE COUNTY

Boroughs

Carmichaels  
 Clarksville

Jefferson  
 Mather

Waynesburg

Townships

Aleppo  
 Center  
 Cumberland  
 Dunkard  
 Franklin  
 Freeport  
 Gilmore

Greene  
 Jackson  
 Jefferson  
 Monongahela  
 Morgan  
 Morris  
 Perry

Richhill  
 Springhill  
 Washington  
 Wayne  
 Whiteley

DESCRIPTION OF TERRITORYINDIANA COUNTYBoroughsBlairsville  
Creekside  
Ernest  
Glen CambellHomer City  
Indiana  
Marion Center  
PlumvilleSaltsburg  
Shelocta  
SmicksburgTownshipsArmstrong  
Banks  
Black Lick  
Brush Valley  
Buffington  
Burrell  
Canoe  
CenterCherryhill  
Conemaugh  
East Mahoning  
East Wheatfield  
Grant  
Home  
Montgomery  
North MahoningPine  
Rayne  
South Mahoning  
Washington  
West Mahoning  
West Wheatfield  
White  
YoungJEFFERSON COUNTYBoroughsBig Run  
Punxsutawney

Timblin

Worthville

TownshipsBeaver  
Bell  
Clover  
Eldred  
Gaskill  
HendersonKnox  
McCalmont  
Oliver  
Perry  
Pine Creek  
PorterRinggold  
Rose  
Union  
Warsaw  
Washington  
Winslow  
YoungLAWRENCE COUNTYBoroughs

Enon Valley

New Wilmington

Volant

TownshipsHickory  
Little Beaver  
NeshannockPulaski  
Scott  
Washington

Wilmington

DESCRIPTION OF TERRITORY

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	
---------	---------------	--

Townships

Conemaugh	Jenner	Somerset
Jefferson	Middlecreek	

VENANGO COUNTY

Townships

Clinton	Irwin	
---------	-------	--

WASHINGTON COUNTY

Cities and Boroughs

Beallsville	Centerville	Finleyville
Bentleyville	Cokeburg	Monongahela
Burgettstown	Deemston	New Eagle
California	Donora	
	Ellsworth	

Townships

Amwell	Hanover	Robinson
Carroll	Jefferson	Somerset
Cecil	Monongahela	South Franklin
Chartiers	Morris	South 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	

DESCRIPTION OF TERRITORYWESTMORELAND COUNTYCities and Boroughs

Adamsburg  
Arnold  
Avonmore  
Bolivar  
Delmont  
Derry  
East Vandergrift  
Export  
Greensburg  
Hunker  
Hyde Park  
Irwin

Jeannette  
Latrobe  
Ligonier  
Lower Burrell  
Manor  
McCullough  
Monessen  
Murrysville  
New Alexandria  
New Florence

New Derry  
New Kensington  
North Belle Vernon  
North Irwin  
Oklahoma  
South Greensburg  
Southwest Greensburg  
Trafford  
Vandergrift  
West Leechburg  
Youngstown  
Youngwood

Townships

Allegheny  
Bell  
Derry  
Donegal  
East Huntingdon  
Fairfield  
Hempfield

Ligonier  
Lower Burrell  
Loyalhanna  
Mt. Pleasant  
North Huntingdon  
Penn  
Rostraver

St. Clair  
Salem  
South Huntingdon  
Unity  
Upper Burrell  
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.

**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, 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. 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:

- 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-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.

**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, provided that the methodology does not directly, or have the effect of, discriminating based on a protected class as set forth in the federal Equal Credit Opportunity Act.
- 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.
- 2) Provide income documents or other information attesting to his or her eligibility for state benefits based on household income eligibility requirements that are consistent with those of the public utility's Customer Assistance Program.

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.

**3. RULES FOR DEPOSIT (continued)**

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.

Notwithstanding subsection (D), the Company may not require a cash deposit from a customer who is, based upon household income, confirmed to be eligible for a customer assistance program. A customer is confirmed to be eligible for a customer assistance program by the public utility if the customer provides income documents or other information attesting to his or her eligibility for state benefits based on household income eligibility requirement that are consistent with those of the public utility's Customer Assistance Program.

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.

**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.

**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.

ISSUED:

EFFECTIVE:

**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.

**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 its 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.

**ISSUED:****EFFECTIVE:**

**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 Commission, the Company shall refund the charge for such test.

**ISSUED:****EFFECTIVE:**

**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

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:****EFFECTIVE:**

**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.

ISSUED:

EFFECTIVE:

**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

**ISSUED:****EFFECTIVE:**

**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%

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 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:

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:****EFFECTIVE:**

RULES AND REGULATIONS17. EMERGENCY CURTAILMENT (continued)Appendix A to Rule 17DEFINITIONS FOR TERMS USED IN EMERGENCY CURTAILMENT

1. Alternate Fuel: Any fuel other than natural gas.
2. Alternate Fuel Capability: 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 or services including but not limited to consumption by office buildings, institutions, and governmental agencies.
4. Critical Uses: Gas usage where natural gas is the only feasible form of energy due to its combustion characteristics, controllability, or chemical properties.
5. Essential Human Needs Use: Gas usage by customers for service to any buildings where persons normally dwell, including but not limited to residences, apartment houses, dormitories, hotels, hospitals, and nursing homes.
6. Firm Service: Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
7. Industrial Use: Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power.
8. Interruptible Service: 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. Noncritical Use: Gas usage where natural gas is not the only feasible form of energy, that is, where the user has alternate fuel capability.
12. 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 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. Residential Use: Gas usage in a residential dwelling or unit for space heating, air-conditioning, cooking, water heating, or other domestic purposes.

ISSUED:

EFFECTIVE:

**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, excluding 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.

**ISSUED:****EFFECTIVE:**

**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.

ISSUED:

EFFECTIVE:

**RULES AND REGULATIONS****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.

**RULES AND REGULATIONS**

**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 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.

**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).

**ISSUED:****EFFECTIVE:**

**RULES AND REGULATIONS****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 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.

**ISSUED:****EFFECTIVE:**

**RULES AND REGULATIONS****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.

**ISSUED:****EFFECTIVE:**

**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	\$16.80
Delivery Charge per Mcf	\$5.3537

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.

**ISSUED:****EFFECTIVE:**

**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.

ISSUED:

EFFECTIVE:

**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:

<u>Group</u> <sup>1</sup>	<u>Percentage</u>
A	4%
B	5%
C	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.

**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.

**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.

**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 \$22.00

For customers with annual consumption equal to or greater than 500 Mcf but less than 1,000 Mcf \$44.00

Delivery Charge per Mcf \$3.9844

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:

EFFECTIVE:

**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.

ISSUED:

EFFECTIVE:

**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	\$101.00
--	----------

For customers with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf	\$145.00
---	----------

Delivery Charge per Mcf	\$3.6941
-------------------------	----------

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:**

**EFFECTIVE:**

**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.

**ISSUED:**

**EFFECTIVE:**

**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 LGS customers shall consist of Peoples Gas Division LGS Ratepayers with annual consumption equal to or greater than 100,000 Mcf and that took service on the Peoples Gas Division Rate LGS rate schedule as of September XX, 2024. No other customers will be eligible for the Transitional LGS 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 with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf	\$940.00
For customers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf	\$1,465.00
For customers including Transitional LGS) with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf	\$2,130.00
For customers (including Transitional LGS)with annual consumption equal to or greater than 200,000 Mcf	\$5,630.00

**Delivery Charge per Mcf**

For customers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf	\$2.6360
For customers with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf	\$2.5519
For customers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf	\$2.4335
For customers with annual consumption equal to or greater than 200,000 Mcf but less than 750,000 Mcf	\$2.1937
For customers with annual consumption equal to or greater than 750,000 Mcf but less than 2,000,000 Mcf	\$1.9097
For customers with annual consumption equal to or greater than 2,000,000 Mcf	\$1.4431

**Transitional LGS Delivery Charge per Mcf**

For customers with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf	\$ 1.4012
For customers with annual consumption equal to or greater than 200,000 Mcf but less than 750,000 Mcf	\$ 1.1754
For customers with annual consumption equal to or greater than 750,000 Mcf but less than 2,000,000 Mcf	\$ 1.1754
For customers with annual consumption equal to or greater than 2,000,000 Mcf	\$ 1.1754

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:**

**EFFECTIVE:**

**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.

ISSUED:

EFFECTIVE:

**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

**ISSUED:****EFFECTIVE:**

**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 customer-owned gas is available on the Company's system to the same extent as capacity is available for the general system supplies that the Company acquires for its retail 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:

**ISSUED:****EFFECTIVE:**

**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%.

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:****EFFECTIVE:**

**RATE GS-T**  
**GENERAL SERVICE - TRANSPORTATION**

**RATE TABLE**

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

\$16.80	Customer Charge per month per meter for all Residential customers.
\$22.00	Customer Charge per month per meter for all NGDC customers consuming less than 500 Mcf annually.
\$44.00	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.
\$101.00	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.
\$145.00	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.
\$940.00	Customer Charge per month per meter for NGDC customers with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf.
\$1,465.00	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
\$2,130.00	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.
\$5,630.00	Customer Charge per month per meter for NGDC customers with annual consumption greater than 200,000 Mcf annually.

**ISSUED:****EFFECTIVE:**

**RATE GS-T**  
**GENERAL SERVICE - TRANSPORTATION**

Delivery Charge, Per Mcf - 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	\$5.3537
For Small General Service Customers	\$3.9844
For Medium General Service Customers	\$3.6941
For Large General Service Customers with annual consumption greater than 25,000 Mcf but less than 50,000 Mcf	\$2.6360
For Large General Service Customers with annual consumption greater than 50,000 Mcf. but less than 100,000 Mcf	\$2.5519
For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf	\$2.4335
For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf	\$2.1937
For Large General Service Customers with annual consumption greater than 750,000 Mcf. but less than 2,000,000 Mcf	\$1.9097
For Large General Service Customers with annual consumption greater than 2,000,000 Mcf	\$1.4431

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

For Large General Service Customers with annual consumption greater than 100,000 Mcf. but less than 200,000 Mcf	\$1.4012
For Large General Service Customers with annual consumption greater than 200,000 Mcf. but less than 750,000 Mcf	\$1.1754
For Large General Service Customers with annual consumption greater than 750,000 Mcf. but less than 2,000,000 Mcf	\$1.1754
For Large General Service Customers with annual consumption greater than 2,000,000 Mcf	\$1.1754

**ISSUED:**

**EFFECTIVE:**

**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.

ISSUED:

EFFECTIVE:

**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 1/12<sup>th</sup> 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.

**ISSUED:****EFFECTIVE:**

**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
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 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 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 NGs. However, such additional terms with respect to capacity assignment requirements shall be subject to review in the Company's annual Section 1307(f) proceeding.

**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.

Standby Customer Charge – 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.

ISSUED:

EFFECTIVE:

**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;  
or
- 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.

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:**

**EFFECTIVE:**

**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 \$0.24 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 the former 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.

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:**

**EFFECTIVE:**

**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.

**ISSUED:**

**EFFECTIVE:**

**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:

1. 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 then 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.

**RIDER**  
**PURCHASED GAS COST (1307(f) RATES)**

**COMPUTATION OF PURCHASED GAS COSTS**

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

$$\text{Demand} = \frac{\text{DC} - \text{B} - \text{R} - \text{DOU}}{\text{S} + \text{P1AC} + \text{SBC}}$$

$$\text{Commodity} = \frac{\text{CC}}{\text{S} + \text{SBR}}$$

$$\text{Over/Under Collection} = \frac{\text{E}}{\text{S} + \text{SBR}}$$

$$\text{AVC Capacity } 1/ = \frac{\text{AVC} - \text{AVCOU}}{\text{S} + \text{P1AC} + \text{NP1}}$$

(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.

**ISSUED:**

**EFFECTIVE:**

**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.<sup>1</sup>
- "E": Experienced net overcollection or undercollection of the commodity cost of purchased gas<sup>1</sup>.
- "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.

-----

<sup>1</sup>Interest will be applied in accordance with the applicable law.

**ISSUED:**

**EFFECTIVE:**

**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:

<b><u>Rate Class</u></b>	<b><u>Allocation</u></b>
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.

**ISSUED:**

**EFFECTIVE:**

**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.

<b>Rate Class</b>	<b>Initial AVC Charge</b>
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.

**ISSUED:****EFFECTIVE:**

**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.

**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.

**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.**

**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.

**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 4.7% times the average CAP credit and arrearage forgiveness of existing CAP customers times the incremental number of CAP participants in excess of 30,800 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.

**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.**

**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, 2020 for 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.
- 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.

**ISSUED:**

**EFFECTIVE:**

**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 bills rendered during the heating season of October 1<sup>st</sup> through May 31<sup>st</sup>.

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 bills rendered October 1<sup>st</sup> through May 31<sup>st</sup> and shall be calculated on a customer account specific basis in accordance with the formula below:

$$\text{WNBM} = \text{BLMM} + [(\text{NHDD} \pm (\text{NHDD} \times 3\%)) / \text{AHDD}] \times (\text{AMUM} - \text{BLMM})$$

$$\text{WNAM} = \text{WNBM} - \text{AMUM}$$

$$\text{WNAM} = \text{WNAC} \times \text{Distribution Charge}$$

- 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”), adjusted for a 3% deadband, 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 1<sup>st</sup> thru August 31<sup>st</sup> 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”).
- g) A deadband of 3% shall apply. The WNA for a billing cycle will apply only if the AHDD for the billing cycle are lower than 97% or higher than 103% of the NHDD for the billing cycle.

**ISSUED:****EFFECTIVE:**

**RIDER**  
**WEATHER NORMALIZATION ADJUSTMENT (WNA)**

h. The WNA 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.

i. 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.

j. WNA amounts will be displayed as a separate line item on the customer's bill.

k. 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.

ISSUED:

EFFECTIVE:

**RIDER**  
**Distribution System Improvement Charge (DSIC)**

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply consistent with the Commission Order dated May 23, 2013 at Docket No. P-2013-2346161 approving the DSIC.

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

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

**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 valves (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:

<u>Effective Date of Change</u>	<u>Date to which DSIC-Eligible Plant Additions Reflected</u>
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

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

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

**ISSUED:**

**EFFECTIVE:**

**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

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

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.

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

**ISSUED:**

**EFFECTIVE:**

**RIDER**  
**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.
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.

ISSUED:

EFFECTIVE:

**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 than 500 Mcf but less than 1,000 Mcf	\$(1.4454)
MGS with annual consumption equal to or greater than 1,000 Mcf but less than 2,500 Mcf	\$(1.6678)
MGS with annual consumption equal to or greater than 2,500 Mcf but less than 25,000 Mcf	\$(3.8915)
LGS with annual consumption equal to or greater than 25,000 Mcf but less than 50,000 Mcf	\$(17.7896)
LGS with annual consumption equal to or greater than 50,000 Mcf but less than 100,000 Mcf	\$(33.3555)
LGS with annual consumption equal to or greater than 100,000 Mcf but less than 200,000 Mcf	\$(111.1850)
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:****EFFECTIVE:**

**PEOPLES NATURAL GAS COMPANY LLC**

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

**ISSUED:**

**EFFECTIVE:**

**By: Michael Huwar  
President  
375 North Shore Drive  
Pittsburgh, PA 15212**

**NOTICE**

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"

ISSUED:

EFFECTIVE:

TABLE OF CONTENTS

List of Changes Made by Tariff ..... 2

Table of Contents ..... 3

Definition of Terms ..... 4

Rates Available Under This Tariff ..... 6

Rules and Regulations ..... 7

Rate P-1 ..... 22

Rate NP-1 ..... 28

Rate LGA ..... 33

Rate SBS ..... 34

**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.

**Aggregate Daily Consumption Volume** - 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.

**Aggregate Monthly Consumption Volume** - 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.

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

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

**Calendar Month Pool Sendout** - The sum of (1) the Aggregate Monthly Consumption Volumes plus (2) Pool-to-Pool Volumes nominated for the month.

**Calendar Month Pool Supply** - 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.

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

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

**Commodity Service** – 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.

**Customer** – 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.

**Daily Available Volume** - 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.

**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.

**Dekatherm (Dth)** – 10 therms or 1,000,000 British thermal units ("Btu")

**Direct End User** – 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.

**ISSUED:**

**EFFECTIVE:**

**DEFINITION OF TERMS (continued)**

**Local Gas Aggregation Agreement** - 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.

**Measurement Operating Agreement** - 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.

**Monthly Available Volume** - 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.

**Natural Gas Supplier (NGS)** – 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.

**Non-Priority One Pool Operator** – 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.

**Non-Priority One Pooling Agreement** - The Non-Priority-One Pooling Agreement between the Company and the Pool Operator.

**Pool Operator** – 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.

**Priority One Pool Operator** – A pool operator which aggregates natural gas supplies needed to satisfy the full requirements of Priority One transportation Customers of the Company.

**Small Business Customer** – A Customer receiving natural gas service for commercial or industrial use whose annual usage is equal to or less than 300 MCF.

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

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

ISSUED:

EFFECTIVE:

**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.

ISSUED:

EFFECTIVE:

**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.

**ISSUED:****EFFECTIVE:**

**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.

**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.

ISSUED:

EFFECTIVE:

**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;
- (2) 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
- (4) in the Company's discretion, an appropriate penalty charge, not to exceed \$15/Mcf.

The penalties set forth herein shall be billed to NGSs serving 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.

**ISSUED:****EFFECTIVE:**

**RULES AND REGULATIONS****5. Billing and Payment (continued)**

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

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

**6. Creditworthiness**

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

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

- a. Financial Information - In consideration of the opportunity to supply gas to the Company's 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.

ISSUED:

EFFECTIVE:

**RULES AND REGULATIONS****6. Creditworthiness (continued)**

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

**RULES AND REGULATIONS****7. Bonding Requirement**

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

The bonding requirement will be waived for that portion of the NGS's load used to serve Non-Priority One 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.

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:****EFFECTIVE:**

**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.
- l. 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.

**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:

**RULES AND REGULATIONS****10. Standards of Conduct (continued)**

- i. In the event a NGS alleges a violation of any of these Standards of Conduct provisions, the NGS must provide the Company with a written Notice of Dispute that includes the names of the Parties and 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**

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

**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 its 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.

**RULES AND REGULATIONS****d. Nomination of Pool-to-Pool Volumes**

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

**e. Nomination of Assigned Pennsylvania-Produced Supplies**

- i. 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.

**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.

**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.

ISSUED:

EFFECTIVE:

**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.

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:**

**EFFECTIVE:**

**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:

1. 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.

ISSUED:

EFFECTIVE:

**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 Eastern Gas Transmission and Storage 's Appalachia Eastern Gas South index as published on the effective date of the buyback plus firm transportation charges to bring the gas to the Company's system, including applicable fuel retainage.

**ISSUED:****EFFECTIVE:**

**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:

<p><u>The Projection Provided On:</u></p> <p>Monday                  Tuesday                  Wednesday                  Thursday                  Friday</p>	<p><u>Will Be Used to Establish the Aggregate Daily Consumption Volume Accountability for the Following:</u></p> <p>Wednesday                  Thursday                  Friday                  Saturday                  Sunday, Monday and Tuesday</p>
---	---

- 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.

**ISSUED:**

**EFFECTIVE:**

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.

ISSUED:

EFFECTIVE:

**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.

**ISSUED:****EFFECTIVE:**

**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. 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 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:

1. 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.

ISSUED:

EFFECTIVE:

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 -	1/12 <sup>th</sup> of allocated balancing volumes
May – September -	1/6 <sup>th</sup> 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
December -	17 percent of allocated balancing volumes
January -	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.

ISSUED:

EFFECTIVE:

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:

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 Gas 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 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.

**ISSUED:**

**EFFECTIVE:**

RATE NP-1  
NON-PRIORITY ONE POOLING SERVICE (cont.)

8. Local Gas Volumes

Refer to Rule11, part (c), for nomination and reconciliation details.

ISSUED:

EFFECTIVE:

**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).

ISSUED:

EFFECTIVE:

**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.

**ISSUED:****EFFECTIVE:**

**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);
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 2.20%. 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

**ISSUED:****EFFECTIVE:**

**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.

**ISSUED:**

**EFFECTIVE:**

# **APPENDIX B**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
Office of Small Business Advocate	:	
Office of Consumer Advocate	:	
	:	Docket Nos. R-2024-3045945, <i>et al.</i>
	:	
v.	:	
	:	
Peoples Natural Gas Company LLC	:	

---

**PEOPLES NATURAL GAS COMPANY LLC’S  
STATEMENT IN SUPPORT OF THE  
JOINT PETITION FOR SETTLEMENT**

---

**I. INTRODUCTION**

Peoples Natural Gas Company LLC (“Peoples” or the “Company”) hereby files this Statement in Support of the Joint Petition for Settlement (“Settlement”) entered into by Peoples, the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”), and the Office of Consumer Advocate (“OCA”) in the above-captioned Purchased Gas Cost (“PGC”) proceeding.<sup>1</sup> Peoples respectfully requests that Administrative Law Judge Katrina L. Dunderdale (the “ALJ”) recommend approval of, and the Commission approve, the Settlement, including the terms and conditions thereof, without modification.

The Settlement, if approved, will resolve all of the issues raised by the Joint Petitioners in this proceeding, including whether Peoples’ historic natural gas costs were incurred and projected

---

<sup>1</sup> The Office of Small Business Advocate (“OSBA”) and the Pennsylvania Oil & Gas Association (“PIOGA”) are not parties to the Settlement but both have indicated their non-opposition to the same. OSBA and PIOGA will be filing letters of non-opposition to the Settlement separately with the Commission.

natural gas costs will be incurred under a least cost fuel procurement policy. The Settlement provides benefits to customers and is in the public interest. Therefore, it should be approved without modification.

The Settlement was achieved only after a comprehensive investigation of Peoples' natural gas procurement policies and operations. In addition to a comprehensive filing, Peoples responded to numerous formal discovery requests (many of which had multiple subparts). In support of their positions, Peoples and OCA served direct testimony and accompanying exhibits. Peoples also served rebuttal testimony. Additionally, the Joint Petitioners participated in settlement discussions and formal negotiations, which ultimately led to the Settlement.

Finally, the Joint Petitioners, as well as their experts and counsel, have considerable experience in PGC proceedings. Their knowledge, experience, and ability to evaluate the strengths and weaknesses of their litigation positions provided a strong base upon which to build a consensus on all of the settled issues.

For these reasons and the reasons set forth below, the Settlement is just and reasonable, and Peoples' 2024 1307(f) filing, as modified by the Settlement, should be approved.

## **II. COMMISSION POLICY FAVORS SETTLEMENT**

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

herein, the terms of the Settlement are in the public interest and should be adopted without modification.

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

The Settlement reflects a carefully-balanced compromise of the interests of all of the Joint Petitioners while producing just and reasonable gas cost rates.

#### **A. TRANSPORTATION SERVICE BALANCING CHARGE.**

The Joint Petitioners have agreed that the Company shall include \$460,727 incurred in interstate pipeline overrun charges and penalties for violating operation flow order (“OFO”) tolerances in its Transportation Balancing Charge calculation. (Settlement ¶ 30.) As a result of this inclusion, Peoples Rate SGS/MGS balancing charge shall be \$0.4199/Mcf, and Peoples Rate LGS balancing charge shall be \$0.1048/Mcf. (Settlement ¶ 31.)

The OCA presented testimony on this issue. (*See* OCA St. No. 1.) In its Direct Testimony, OCA witness Mr. Jerome D. Mierzwa recommended that the Company include the transportation service balancing charges be adjusted to reflect on-system storage losses and interstate pipeline overrun and penalty charges. (OCA St. No. 1, p. 3.) Specifically, Mr. Mierzwa explained that:

Peoples’ proposed balancing charge calculation is generally reasonable. However, there are losses associated with the operation of the Company’s on-system storage facilities which are not reflected in the balancing charge calculation. Failing to include on-system storage losses in the balancing charge calculation inappropriately recovers all on-system storage losses from PGC customers. Therefore, the losses associated with on-system storage should be included in the balancing charge calculations. During the historic review period, Peoples’ on-system storage losses totaled annual \$360,113 (Response to OCA-I-41), and the Company’s annual balancing charge calculation should be adjusted to reflect these historic review period storage losses.

(OCA St. No. 1, pp. 5-6.)

Further, Mr. Mierzwa explained that:

During the historic review period, Peoples incurred \$460,727 in interstate pipeline overrun charges and penalties for violating operational flow order (“OFO”) tolerances. The Company is proposing to recover these overrun and penalty charges solely from PGC customers. Since responsibility for these overrun and penalty charges cannot readily be determined and the charges were incurred to manage system demands and balance supply with system requirements, I recommend that these charges be included in Peoples’ balancing charge calculation.

(OCA St. No. 1, p. 6.)

In response to the OCA’s recommendations, Peoples witness Dawn M. Folks noted Peoples’ partial agreement. More specifically, Ms. Folks explained that she agreed with the inclusion of the overrun charges of \$460,727 in the Company’s calculation of the balancing charge. (Peoples Natural Gas Company St. No. 3-R, pp. 1-2.) However, Ms. Folks disagreed with the OCA’s recommendation to include on-system storage losses in its balancing charge calculation. (Peoples Natural Gas Company St. No. 3-R, p. 2.) Ms. Folks explained her reasoning for the same, noting that:

Gas purchased for on-system storage is not used by or for transportation customers. Therefore, it is not appropriate to assign on-system storage losses to transportation customers. The on-system storage deliverability is what satisfies transportation customers’ balancing needs, not the on-system storage commodity. Thus, it would be inappropriate to recover the storage losses related to on-system storage commodity from transportation customers via the balancing charge.

(Peoples Natural Gas Company St. No. 3-R, p. 2.)

The Settlement reflects a carefully balanced compromise of the OCA’s and Peoples’ positions on this issue. Under the Settlement, Peoples has agreed to include overrun charges of \$460,727 in its calculation of the balancing charge, as recommended by the OCA. (Settlement ¶ 30.) In turn, as a result of this inclusion, Peoples Rate SGS/MGS balancing charge shall be \$0.4199/Mcf, and Peoples Rate LGS balancing charge shall be \$0.1048/Mcf. However, under the

Settlement, on-system storage losses will not be included in the balancing charge, as wholly explained by Ms. Folks in rebuttal testimony. Thus, Peoples respectfully submits that these Settlement provisions are just reasonable and in the public interest, and should be approved without modification. (Settlement ¶¶ 30-31.)

**B. ANTICIPATED AUDIT FINDING.**

As part of the Company's main filing, the Company proposed to price summer storage withdrawals at the prior month Weight Average Cost of Gas ("WACOG") rate rather than using the price of the current month injections. (*See* Peoples Natural Gas Company St. No. 1, pp. 15-15.) In doing so, Peoples witness Carol A. Scanlon explained that:

I note that this matter came up very recently. Audits is requesting that this methodology be applied beginning April 2020. Peoples estimates the adjustment amount for the period of April 2020 – December 2023 to be a net decrease in storage book value of approximately (\$2,020,833) for PNGD and for the period October 2022 – December 2023 a net decrease in storage book value of approximately (\$1,228,594) for PGD, for a total net decrease in storage book value of approximately (\$3,249,426) combined. The PGD adjustment period reflects the start date for when PNGD and PGD purchased gas costs were combined. Interest associated with these storage valuation adjustments is currently estimated to be (\$588,821) for PNGD and \$(180,297) for PGD. Both the storage valuation adjustments and the associated interest are proposed to be collected by PNG. Refer to Peoples Natural Gas Company Exhibit No. 15 for details of this calculation. Peoples will provide the final audit report to the parties when it becomes available.

(Peoples Natural Gas Company St. No. 1, pp. 14-15.)

Ms. Scanlon provided further detail on this proposal in her rebuttal testimony, where she explained that:

Audits requested that the methodology be applied beginning April 2020. The Company agreed to April 2020 for PNGD, however used a date of October 2022 for PGD. The reason for the October 2022 beginning date for PGD is that is when the gas costs were combined for PNGD and PGD. In the meeting on May 16, 2024 with Audits,

Audits communicated that the beginning date of April 2020 is to be applied for both divisions, as this is the date the Company changed the process of netting storage injections and withdrawals, which is when the concern raised by Audits began.

(Peoples Natural Gas Company St. No. 1-R, p. 2.)

No party challenged the Company's proposal to price summer storage withdrawals at the prior month's WACOG rate and Ms. Scanlon fully explained the proposal in both her direct and rebuttal testimony, as memorialized in the Settlement. (Settlement ¶¶ 32-33.) As such, Peoples submits that these Settlement provisions are just and reasonable and in the public interest, as no other party to this proceeding disagreed with the proposal, as memorialized in the Settlement. With that in mind, Peoples requests that the Commission approve these Settlement provisions without modification.

**C. AVC RATES.**

As part of its main filing, the Company proposed to blend the Allegheny Valley Connector ("AVC") rate for both its Peoples Gas Division ("PGD") and Peoples Natural Gas Division ("PNGD"). (See Peoples Natural Gas Company Statement No. 1, pp. 8-11.) The reasoning for this was fully explained by Ms. Scanlon, who noted that:

The Company combined gas costs for the Peoples Natural Gas Division and Peoples Gas Division effective October 1, 2022. Since that time, with the exception of the AVC charge, both divisions have the same PGC rate components, balancing charges and retainage rates. In Peoples' present base rate case proceeding, the Company is proposing to combine the base rates and tariffs as the next step in the process of merging these separate divisions into one company. The blending of the AVC rate is necessary to bring the divisions together on the same footing.

(Peoples Natural Gas Company St. No. 1, pp. 9-10.)

Furthermore, Ms. Scanlon explained that "since the gas costs were combined, Peoples Gas Division customers receive the benefit of the AVC capacity." (Peoples Natural Gas Company St.

No. 1, p. 10.) No party challenged the blending of the AVC rate between both Peoples divisions. As such, Peoples submits that it has fully supported this change, and the Settlement merely reflects a memorialization of an unopposed proposal that is just and reasonable, in the public interest, and should be approved without modification. (Settlement ¶ 34.)

**D. RETAINAGE RATES.**

As part of its main filing, Peoples proposed that its stand-alone tariffed retainage rate for all classes across both Peoples divisions be 5.8%, effective October 1, 2024. (Peoples Natural Gas Company St. No. 1, p. 8.) No other party challenged this calculation of retainage rates, nor presented testimony on the subject. As such, the Settlement provision on this point merely represents an unopposed proposal fully supported by Peoples in its main filing. (Settlement ¶ 35.) As such, Peoples respectfully submits that this Settlement provision is just and reasonable and should be approved without modification.

**E. PRODUCER RETAINAGE RATES.**

Through the Company's main filing, Company witness Lynda Petrichevich presented testimony regarding retainage recovery on the Goodwin system, and retainage recovery generally. (See Peoples Natural Gas Company St. No. 4, pp. 9-12.) Ms. Petrichevich explained that the producer retainage rate to become effective on October 1, 2024, should be 2.61% for all conventional production entering either the PNGD or PGD system. (Peoples Natural Gas Company St. No. 4, p. 9.) Similarly, Ms. Petrichevich explained that the retainage rate for the Company's Goodwin system should be 56.4%. (Peoples Natural Gas Company St. No. 4, pp. 11-12.) Ms. Petrichevich also explained that:

Peoples has also committed to reviewing the actual loss rate at 6-month intervals. Since most of the construction work on the system is completed during late summer, we do not expect to see the full

impacts of such construction to be reflected in the rolling twelve-month loss rate until some time has passed. Also, since little additional work is completed during the winter, the rate is likely to remain relatively stable until the next construction cycle is completed and sufficient time has passed for the results to be fully reflected in the UFG calculation.

(Peoples Natural Gas Company St. No. 4, p. 12.)

No party to this proceeding took issues with or presented any testimony responsive to Peoples' proposal related to producer retainage rates which, as noted above, were fully explained and supported through the direct testimony of Ms. Petrichevich. This Settlement provision is just and reasonable as it merely memorializes the Company's unopposed proposal(s) related to producer retainage rates. (Settlement ¶¶ 36-37.) As such, this settlement provision should be approved without modification.

**F. UNACCOUNTED FOR GAS ("UFG").**

In her direct testimony, Company witness Lynda Petrichevich explained that the Company's overall system UFG amount was 6.0 Bcf, which resulted in an overall system loss rate of 4.3%. (Peoples Natural Gas St. No. 5, p. 4.) This figure represented a 14% decrease than what the Company's UFG volume was in 2017. (Peoples Natural Gas St. No. 5, p. 4.) Further, Ms. Petrichevich explained that the two main components of the Company's overall UFG are Distribution UFG and Gathering UFG:

Distribution UFG for the last reporting period is 3.6 Bcf which results in a loss rate of 2.69% which is below the Commission's targeted loss rate for Distribution UFG of 3.0%. The Gathering UFG for the 2023 reporting period is 2.4 Bcf and equates to a loss rate of 7.33%, down from 9.83% in 2017 when the Company began the most recent mitigation plan.

(Peoples Natural Gas Company St. No. 4, p. 4.)

Ms. Petrichevich explained that the Company has seen less and less production delivered into its lines in recent years due to normal production declines and decreased new drilling within the Company's system. (Peoples Natural Gas Company St. No. 4, pp. 5-6.) Indeed, the production declined by more than 1.4 BCF or 3.9% during the relevant PGC period. (Peoples Natural Gas Company St. No. 4, pp. 5-6.) Had the 2023 production stayed at the same rate as it was in 2022, the 2023 loss rate would have been 7.04%. (Peoples Natural Gas Company St. No. 4, pp. 5-6.) Ms. Petrichevich also detailed the success and specific accomplishments of the UFG mitigation plan, including:

- Removal of 77 zero flow production meters;
- Completion of 1398 meter service/repair orders; and
- Continued automation of measurement data for ready UFG analysis.

(Peoples Natural Gas Company St. No. 5, p. 7.)

No party took issue with or presented testimony on the Company's UFG figures for the reporting period or the Company's plans on the direction for UFG mitigation efforts in future years. In fact, under the Settlement, the Joint Petitioners acknowledge that the Company's distribution UFG percentage for the twelve-month period ending August 31, 2023, complies with the Commission's regulations at 52 Pa. Code § 59.111(c)(1). (Settlement ¶ 38.) This Settlement provision acknowledges Peoples' compliance with relevant UFG requirements as well as the Company's progress in reducing UFG on its distribution and gathering systems. Thus, this Settlement provision is reasonable and in the public interest and should be approved without modification.

## **G. MISCELLANEOUS**

The Miscellaneous portion of the Settlement (Section II(G)) memorializes various Settlement terms contained in the Company's 2024 definitive PGC filing that were unopposed by

the various parties to this proceeding. Specifically, this portion of the Settlement observes that: (1) the Parties agree that actions taken by Peoples in response to the issues identified in the 2023 1307(f) proceeding with regards to Equitrans AVC Storage service are reasonable (Settlement ¶ 39; *See* Peoples Natural Gas St. No. 2, pp. 21-22); (2) that the overrun and OFO charges incurred and included with the Company's main filing were prudent and in compliance with the least cost gas standard (Settlement ¶ 40); (3) except as revised by the Settlement, the proposed rates and other requested approvals contained in the Peoples' 2024 PGC filing should be approved (Settlement ¶ 41); (4) the Peoples compliance filing in this proceeding will reflect updated actual and projected over/under collections through September 30, 2025 (Settlement ¶ 42); and (5) the parties agree that the Commission should approve the renewals and changes in gas supply, pipeline, and storage capacity contracts that are explained in Peoples Natural Gas Company St. No. 2 and related exhibits included in the Company's definitive filing. (Settlement ¶ 43.)

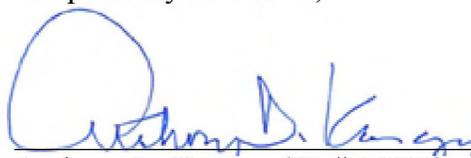
No party opposed or presented testimony on any of the Settlement provisions noted above, and these provisions merely signify the Joint Petitioners' agreement with various items included within the Company's definitive filing. As such, Peoples respectfully submits that these provisions are just and reasonable and should be approved without modification by the Commission.

#### **IV. CONCLUSION**

Through cooperative efforts and the open exchange of information, the Joint Petitioners have arrived at a Settlement that resolves all of the issues in the proceeding in a fair and equitable manner. The Settlement is the result of detailed examination of Peoples' natural gas procurement practices through numerous discovery responses, testimony and accompanying exhibits, followed by the presentation of counter-positions on some issues, and then settlement negotiations. A fair and reasonable compromise has been achieved in this case on these issues, as is evident by the fact that all active parties have agreed to the resolution of all of the issues in this proceeding.

Based on the foregoing, and as set forth in Section V of the Joint Petition for Settlement, Peoples respectfully requests that Your Honor and the Commission make all the findings required under 66 Pa. C.S. § 1318 with regard to its gas purchases and gas purchasing practices for the 12-month period ending January 31, 2024, find the rates proposed in the Joint Petition for Settlement to be just and reasonable, and approve the Joint Petition for Settlement without modification.

Respectfully submitted,



---

Anthony D. Kanagy (ID # 85522)  
Nicholas A. Stobbe (ID # 329583)  
Post & Schell, P.C.  
17 North Second Street, 12<sup>th</sup> Floor  
Harrisburg, PA 17101-1601  
Phone: 717-731-1970  
Fax: 717-731-1985  
E-mail: akanagy@postschell.com  
E-mail: nstobbe@postschell.com

Of Counsel:

Post & Schell, P.C.

Dated: June 18, 2024

Meagan Moore (ID # 317975)  
PNG Companies LLC  
375 North Shore Drive  
Pittsburgh, PA 15212  
Phone: 412-208-6527  
Email: Meagan.moore@peoples-gas.com

*For Peoples Natural Gas Company LLC*

# **APPENDIX C**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket No. R-2024-3045945
	:	
Peoples Natural Gas Company LLC	:	

---

**BUREAU OF INVESTIGATION AND ENFORCEMENT  
STATEMENT IN SUPPORT OF  
JOINT PETITION FOR SETTLEMENT**

---

**TO ADMINISTRATIVE LAW JUDGE KATRINA L. DUNDERDALE:**

The Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”), by and through its Prosecutor, Carrie B. Wright, hereby respectfully submits that the terms and conditions of the foregoing Joint Petition for Settlement of the Section 1307(f) Rate Investigation (“Joint Petition” or “Settlement”) are in the public interest and represent a fair, just, reasonable and equitable balance of the interest of Peoples Natural Gas Company, LLC (“Peoples” or the “Company”) and its customers.

On January 31, 2024, Peoples filed with the Commission certain pre-filing information as required by the Commission’s regulations. Subsequently, Peoples filed its definitive annual PGC filing on March 1, 2024.

On April 1, 2024, I&E filed its Notice of Appearance. The Office of Consumer Advocate (“OCA”) filed a Notice of Appearance, Formal Complaint, and Public

Statement on March 16, 2024 and Office of Small Business Advocate (“OSBA”) filed a Notice of Appearance, Complaint, and Public Statement on March 15, 2024.

A prehearing conference was held on April 8, 2024 with Administrative Law Judge Katrina L. Dunderdale (the “ALJ”) presiding. A litigation schedule and discovery modifications were approved at the prehearing conference.

On May 23, 2024, counsel for Peoples advised the ALJ that, in accordance with the Commission’s policy favoring settlements over costly and time-consuming litigation, 52 Pa. Code § 5.231, the parties were successful in achieving a full and complete settlement of all issues utilizing the discovery and settlement negotiation process. Accordingly, I&E submits this timely Statement in Support of the Joint Petition requesting that the Settlement be approved without modification.

**I. THE SETTLEMENT IS IN THE PUBLIC INTEREST**

**A. Approval of Peoples’ 2024 PGC Filing**

The parties agree that, except as revised by the Settlement, the proposed rates and other approvals contained in Peoples’ PGC filing should be approved. As provided for in the Public Utility Code, 66 Pa. C.S. § 1318, “[n]o rates for a natural gas distribution utility shall be deemed just and reasonable unless the commission finds that the utility is pursuing a least cost fuel procurement policy, consistent with the utility's obligation to provide safe, adequate and reliable service to its customers.”<sup>1</sup> I&E’s review of all available information in this proceeding confirms this representation.

---

<sup>1</sup> 66 Pa. C.S. § 1318.

I&E represents that the purchased gas costs that Peoples incurred during the historic period adhered to a least cost fuel procurement policy. Adhering to a least cost procurement policy benefits ratepayers because least cost gas directly impacts customer gas bills and obligates the Company to provide safe, adequate and reliable service to its customers. After review of the filing and extensive discovery and settlement discussions, I&E maintains that the Company's gas purchasing practices have satisfied its least cost procurement obligation.

I&E analyzed the Company's E-factor and found that it was calculated in accordance with established Commission practices. This review is critical because the proper calculation of the E-factor ensures that rates are adjusted appropriately. I&E is satisfied that the Company's E-factor calculation is appropriate and accurate.

Additionally, I&E reviewed the Company's projected gas costs and determined that it appears those costs are consistent with a least cost fuel procurement policy. The rate changes contained in Table 1 of the Joint Settlement are appropriate.

While those cost are subject to review in a future PGC proceeding, I&E maintains that ratepayers are protected in that Peoples gains no unwarranted financial advantages through its projected gas purchases and projected gas purchasing policies.

## **B. OTHER TERMS OF THE SETTLEMENT**

Based on its review of the filing I&E did not present any testimony. I&E however supports all terms of the settlement as being in the public interest.

## **II. CONCLUSION**

The Commission's Bureau of Investigation and Enforcement represents that it supports the Joint Petition for Settlement as being in the public interest and respectfully requests that Administrative Law Judge Katrina L. Dunderdale recommend, and the Commission subsequently approve, the foregoing Settlement, including all terms and conditions contained therein.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Carrie B. Wright".

Carrie B. Wright  
Prosecutor  
PA Attorney ID No. 208185

Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Dated: June 18, 2024

# **APPENDIX D**

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission	:	
Office of Consumer Advocate	:	
Office of Small Business Advocate	:	Docket Nos. R-2024-3045945, <i>et al.</i>
	:	
v.	:	
	:	
Peoples Natural Gas Company LLC	:	
	:	

---

STATEMENT OF THE OFFICE OF CONSUMER ADVOCATE  
IN SUPPORT OF SETTLEMENT

---

The Office of Consumer Advocate (OCA), one of the signatory parties to the Joint Petition for Settlement of Rate Investigation pursuant to 66 Pa. C.S. § 1307(f) (Settlement), finds the terms and conditions of the Settlement regarding the Company’s compliance with the requirements of 66 Pa. C.S. §§ 1307(f) and 1318 to be in the public interest for the following reasons:

**I. INTRODUCTION**

On March 1, 2024, Peoples Natural Gas Company LLC (Peoples or Company) submitted its purchased gas cost (PGC) pre-filing information in support of its annual reconciliation of PGC rates pursuant to Section 1307(f) of the Public Utility Code. *See* 52 Pa. Code §§ 53.64, 53.65; *see also* 66 Pa. C.S. § 1307(f). On April 1, 2024, Peoples submitted its definitive filing providing additional supporting data and exhibits as well as the written testimony of witnesses in support of its pro forma tariff supplement, to be effective for service rendered on and after October 1, 2024. In the tariff supplement, Peoples proposed a decrease of \$0.2230 per Mcf, or -2.6%, in the Residential rate for Peoples Natural Gas Company LLC – Peoples Natural Gas Division (Peoples Natural Gas Division or PNGD), and an increase of \$0.5287 per Mcf, or 4.8%, in the Residential

rate for the Peoples Natural Gas Company LLC – Peoples Gas Division (Peoples Gas Division or PGD), for recovery of purchased gas costs applicable to residential sales service customers.<sup>1</sup>

The Company’s 1307(f) filing was assigned to the Office of Administrative Law Judge and was further assigned to the Honorable Administrative Law Judge (ALJ) Katrina L. Dunderdale for investigation and scheduling of hearings to determine whether Peoples’ gas costs comply with the standards set forth in the Public Utility Code. The OCA filed a Formal Complaint in this proceeding on March 16, 2024, to evaluate the reasonableness of the Company’s proposed PGC rates. The OCA submitted the written Direct Testimony of Jerome D. Mierzwa in this proceeding.<sup>2</sup> A complete procedural history of this proceeding can be found in the Joint Petition for Settlement at Section I.

The OCA submits that the Settlement is in the public interest for the reasons set forth below.

## **II. SETTLEMENT**

The Commission encourages parties in contested, on-the-record proceedings to settle cases. *See* 52 Pa. Code § 5.231. A settlement, by definition, reflects a compromise of the parties’ positions. When active parties in a proceeding reach a settlement, the principal issue for Commission consideration is whether the settlement suits the public interest. *Pa. PUC v. CS Water and Sewer Associates*, 74 Pa. PUC 767, 711 (1991); *see also Pa. PUC v. Phila. Electric Co.*, 60 Pa. PUC 1, 21 (1985).

---

<sup>1</sup> Effective January 1, 2023, the public utility known as Peoples Natural Gas Company LLC legally merged with the public utility known as Peoples Gas Company LLC. The merger produced one public utility entity known as Peoples Natural Gas Company LLC, which entity has two divisions: Peoples Natural Gas Division and Peoples Gas Division. When a division is not specified, the combined divisions will be referred to herein as the Company, Peoples Natural Gas or PNG.

<sup>2</sup> *See* OCA Statement 1 of Jerome D. Mierzwa.

The OCA submits that this proposed Settlement is in the public interest and should be approved. The OCA, with the assistance of its expert witness, Mr. Mierzwa, conducted discovery in this proceeding through two sets of interrogatories.

As part of his review, Mr. Mierzwa reviewed Peoples' actual gas procurement activity during the historic review period of February 1, 2023 through January 31, 2024, for consistency with least-cost gas procurement standards. OCA St. 1 at 3. Actual and projected purchased gas costs and revenues experienced by Peoples during the 2023 PGC period (October 1, 2023 through September 30, 2024) are reconciled, and any under- or over-collections are reflected in determining the PGC rate applicable during the 2024 PGC period (October 1, 2024, through September 30, 2025). *Id.* at 3-4. The 2024 PGC rate, through quarterly PGC rate adjustments, will reflect projected purchased gas costs for that period, adjusted for the 2023 PGC period purchased gas cost net under-collections or over-collections. *Id.* at 4.

In his Direct Testimony, Mr. Mierzwa recommended that Peoples remove from the PGC \$360,113 associated with on-system storage losses and instead include this amount in the balancing charge calculation given that failure to include on-system storage losses in the balancing charge calculation inappropriately recovers all on-system storage losses from PGC customers. *Id.* at 5-6. Additionally, Mr. Mierzwa recommended that Peoples remove from the PGC \$460,727 associated with interstate pipeline overrun charges and penalties for violating operational flow order (OFO) tolerances and instead include these charges in Peoples' balancing charge calculation given that responsibility for these charges cannot readily be determined and the charges were incurred to manage system demands and balance supply with system requirements. *Id.* at 6. Mr. Mierzwa included a recalculation of balancing charges to reflect his recommendations in Schedule JDM-1, which showed his recommended (1) Rate SGS/MGS balancing charge of \$0.4232/Mcf,

reflecting an increase of \$0.0075/Mcf from the Company's proposed charge of \$0.4157/Mcf, and (2) Rate LGS balancing charge of \$0.1056/Mcf, reflecting an increase of \$0.0019/Mcf from the Company's proposed charge of \$0.1037/Mcf. *Id.* at 6-7.

In the Company's Rebuttal Testimony of Dawn M. Folks, PNG St. No. 3-R, Ms. Folks testified that she disagreed with Mr. Mierzwa's recommend to include on-system storage losses in the balancing charge calculation because gas purchased for on-system storage is not used by or for transportation; thus, making it inappropriate to recover storage losses in the balancing charge. PNG St. No. 3-R at 2-3. However, Ms. Folks agreed with Mr. Mierzwa's recommendation to include overrun charges of \$460,727 in the balancing charge calculation. *Id.*

The Settlement provides that Peoples will include the \$460,727 incurred in interstate pipeline charges and penalties for violation OFO tolerances in its balancing charge calculation. Settlement ¶ 30. As a result of this inclusion, Peoples Rate SGS/MGS balancing charge shall be \$0.4199/Mcf, and Peoples Rate LGS balancing charge shall be \$0.1048/Mcf. Settlement ¶ 31. The Settlement provisions, taken together, address the OCA's concerns and recommendations on these issues and represent a reasonable compromise of the parties' positions in this proceeding and is in the public interest, thus, it should be approved.

As a result of its review of the filing and testimony in this proceeding, the OCA submits that Peoples' PGC filing meets the requirements of 66 Pa. C.S. § 1307(f) generally and specifically with regard to showing that the Company's natural gas costs are consistent with a least cost fuel procurement policy required by 66 Pa. C.S. § 1318. As such, the OCA submits that the Commission should approve Peoples' proposed PGC rate and tariff changes in accordance with the Settlement.

### III. CONCLUSION

The Office of Consumer Advocate submits that the terms of the Settlement are in the public interest and in the interest of Peoples' ratepayers. Based on the above reasons, the Office of Consumer Advocate submits that the Commission should approve the proposed Settlement.

Respectfully submitted,

/s/ Melanie Joy El Atieh  
Melanie Joy El Atieh  
Deputy Consumer Advocate  
PA Attorney ID # 209323  
melatieh@paoca.org

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923  
(717) 783-5048

Counsel for:  
Patrick M. Cicero  
Consumer Advocate

DATED: June 18, 2024