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September 25, 2024

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: *Pro Forma* Tariff Supplements Pa P.U.C. No. 1 and Pa P.U.C. No. 2 To Align With System Processes Consistent with Customer Information System Upgrade R-2024-XXXXXX

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Philadelphia Gas Works' ("PGW") *Pro Forma* Tariff Supplements to its Gas Supplier Tariff Pa P.U.C. No. 1 and Gas Service Tariff – Pa P.U.C. No. 2 along with PGW's Responses to 52 Pa. Code § 53.52 and Additional Information in support.

A primary purpose of the *Pro Forma* Tariff Supplements is to update language to align with the implementation of PGW's customer information system (CIS) replacement project which includes transitioning to using service agreement numbers and postal codes instead of account numbers and service point numbers for PGW's Customer Choice program. Other revisions include updating language consistent with PGW's current practices and Commission regulations regarding the release of customer information and confirming that PGW does not assess any switching fees.

PGW requests that the Commission issue an order approving the pro forma tariff filing and allowing PGW to make a compliance filing to implement the changes proposed in the pro forma tariffs on one day's notice. When the date for CIS implementation is known, PGW will file the final tariff Supplements.

Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Deanne M. O'Dell

DMO/lww
Enclosure

cc: Cert. of Service w/enc.
Paul Diskin w/enc. pdiskin@pa.gov
Marissa Boyle w/enc. maboyle@pa.gov

CERTIFICATE OF SERVICE

I hereby certify that this date I served a copy of PGW's *Pro Forma* Tariff Supplements and Responses to 52 Pa. Code § 53.52 upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

Office of Consumer Advocate
555 Walnut St., 5th Fl., Forum Place
Harrisburg, PA 17101
Ra-oca@paoca.org

Office of Small Business Advocate
555 Walnut St., 5th Fl., Forum Place
Harrisburg, PA 17101
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Allison Kaster, Esq.
Bureau of Investigation and Enforcement
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
akaster@pa.gov

Dated: September 25, 2024



Deanne M. O'Dell, Esq.

PGW Responses to 52 Pa. Code §53.52 and Additional Information in support of Tariff Pro. Forma Filing to Implement Changes Consistent with Customer Information System Upgrade

Requirement: § 53.52(a)(1) The specific reasons for each change.

Response: PGW is proposing minor tariff changes to align with the implementation of its customer information system (CIS) replacement project. With this implementation, PGW's Customer Choice program will begin using service agreement numbers and postal codes instead of account numbers and service point number to enroll and identify customers in EDI transactions exchanged with natural gas suppliers. The change is intended to simplify implementation requirements for the CIS project and the Customer Choice enrollment process at a time when PGW will be issuing new customer identifiers for all customers. (All customers will be issued a new account number, service agreement numbers, and service point numbers upon implementation of the new CIS.)

Specifically, PGW must update the Gas Supplier Tariff and Gas Service Tariff sections that describe the customer list or release of customer information, and the account number change process to insert service agreement number in place of account number and/or service point number.

Additionally, PGW has proposed changes its Gas Supplier Tariff sections 6.1.E, 6.1.F, 12.9.C.3; and Gas Service Tariff sections 14.2 and 14.6. These changes are intended to improve clarity of the language based on PGW's current business practices and consistent with feedback over the years seeking clarification that PGW does not assess any switching fees. Questions have arisen due to current tariff language noting that PGW does not charge any fee for the initial enrollment. PGW proposes to remove this reference entirely to be clear that no switching fees are assessed for any enrollments but reserves the right to submit a tariff supplement in the future if it desires to assess such fees.

Requirement: § 53.52(a)(2) The total number of customers served by the utility.

Response: The total number of customers served by PGW was 514,030 as of September 19, 2024.

Requirement: § 53.52(a)(3) A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.

Response: These changes impact all customers.

Requirement: § 53.52(a)(4) The effect of the change on the utility's customers.

Response: Customers should not be impacted by this proposed tariff changes. However, concurrent with the CIS implementation, the Shopping Information Box printed on customers' bills will be updated to reflect the change to using service agreement number and postal code for Customer Choice enrollments. Customers will need to provide this information to suppliers when enrolling for supplier service. PGW provided notice of the Shopping Information Box changes to the PUC's Office of Competitive Market Oversight on June 4, 2024.

Requirement: § 53.52(a)(5) The direct or indirect effect of the proposed change on the utility's revenue and expenses.

Response: The changes are not expected to have any impact on PGW's revenue or expenses.

PGW Responses to 52 Pa. Code §53.52 and Additional Information in support of Tariff Pro Forma Filing to Implement Changes Consistent with Customer Information System Upgrade

Requirement: § 53.52(a)(6) The effect of the change on the service rendered by the utility.

Response: The changes are not expected to have any impact on service rendered by PGW; however, by using service agreement numbers to identify customers for purposes of participating in choice, customer account numbers will be better safeguarded.

Requirement: § 53.52(a)(7) A list of factors considered by the utility in its determination to make the change. The list shall include a comprehensive statement about why these factors were chosen and the relative importance of each.

Response: Please refer to the response to requirement § 53.52(a)(1) above.

Requirement: § 53.52(a)(8) Studies undertaken by the utility in order to draft its proposed change.

Response: No studies were undertaken for the proposed changes. All customers will be assigned a new account number due to the CIS implementation, irrespective of PGW's change to using service agreement numbers for Choice. As the account number will change anyway, using service agreement numbers instead should have no additional impact on customers. Furthermore, the use of service agreement number and postal code instead of account number and service point number should make switching suppliers easier, as it is reasonable to assume that all customers know their postal code. Rather than looking up two unique PGW identifiers to switch, customers only will need to look up one.

For new suppliers, the change is expected to make onboarding a customer with PGW easier. PGW's old customer information system required two unique identifiers for customer enrollments, which was an uncommon requirement for suppliers' billing and EDI systems (compared to other utilities). By switching to using just one unique number, in addition to service address postal code, it should be easier for suppliers to exchange EDIs with PGW.

Requirement: § 53.52(a)(9) Customer polls taken and other documents which indicate customer acceptance and desire for the proposed change. If the poll or other documents reveal discernible public opposition, an explanation of why the change is in the public interest shall be provided.

Response: No customer polls were undertaken for the proposed changes.

Requirement: § 53.52(a)(10) Plans the utility has for introducing or implementing the changes with respect to its ratepayers.

Response: The changes will have minimal impact on ratepayers. All customers' bills will contain the service agreement number and postal code listed in the Shopping Information Box upon implementation of PGW's CIS. Customers who wish to enroll with a supplier must provide the information contained in the Shopping Information Box to the supplier, as they do under the current system.

Separate from this Customer Choice proposed tariff change but occurring upon implementation of the CIS, PGW will issue new customer account numbers. For at least one year after implementation

PGW Responses to 52 Pa. Code §53.52 and Additional Information in support of Tariff Pro Forma Filing to Implement Changes Consistent with Customer Information System Upgrade

of the new CIS, customers will be able to access their account information or make payments to PGW using their old account number. PGW will notify customers of the account number change through a variety of communication methods including mail prior to the system implementation. PGW plans to provide multiple reminders to customers about the changes. PGW will also provide training to its customer service representatives regarding the change in information needed for shopping customers.

Requirement: § 53.52(a)(11) FCC, FERC or Commission orders or rulings applicable to the filing.

Response: There are no FCC, FERC or Commission orders or rulings applicable to this filing.

Additional Information in Support of Tariff Supplement:

1. Please explain how the proposed changes will affect the marketing and service operations of Natural Gas Suppliers (NGSs) operating in PGW's territory.

PGW maintains an open line of communication with suppliers during the CIS replacement transition period and has fielded numerous questions in the months since the changes were first announced to suppliers. Although PGW has not surveyed suppliers on how the changes will affect their marketing and service operations, PGW plans to continue supporting suppliers through the CIS implementation by taking the following actions:

- a. Sending Electronic Data Interchange (EDI) 814 change request transactions. During the CIS implementation period, PGW will send 814 Change Request Transactions that will send a new service agreement number to suppliers for each of their enrolled customers. This transaction will contain the old account number so the suppliers can link the new number with the correct customer to update their records.
- b. Providing a supplier cutover list. PGW will provide a file to each supplier listing the new service agreement number and the old account number for each of their enrolled customers. This file will be a backup to the EDI 814 Change Request Transactions.
- c. Accepting old account numbers in inbound EDI transactions. For a period of 90 days after implementation, PGW will accept the old account number and service point number for customer validation in inbound transactions. For valid transactions using the old account number and service point number, PGW will provide the new service agreement number in the EDI response transaction along with reference to the old account number. After the 90 day period, PGW will require that all inbound transactions carry the new service agreement number.

Additionally, PGW's Eligible Customer Lists and Account Number Access Mechanism will support NGSs marketing activities by providing suppliers with a customer's new service agreement number when the customer search is conducted using these resources.

PGW Responses to 52 Pa. Code §53.52 and Additional Information in support of Tariff Pro. Forma Filing to Implement Changes Consistent with Customer Information System Upgrade

2. Please explain how and when the proposed changes will be communicated to NGS's operating in PGW's territory.

PGW held a webinar for suppliers on February 21, 2024 to communicate the anticipated impacts of the CIS replacement project on suppliers. All suppliers were emailed an invitation to the webinar and sent a follow-up reminder email. Prior to the webinar, PGW disseminated a document to all suppliers summarizing the changes stemming from the CIS replacement. PGW has since shared the webinar presentation and a document summarizing the changes with several additional supplier representatives upon request.

Additionally, PGW has worked with suppliers and their representatives from June 2024 - September 2024 to perform EDI certification tests to verify suppliers' compatibility with PGW's new CIS. PGW will continue to share updates and reminders with suppliers during the intervening months before the CIS implementation date.

VERIFICATION

I, Jonathan David, hereby state that I am Director Customer Programs for Philadelphia Gas Works ("PGW"), I am authorized to make this verification on its behalf, and that the facts set forth in the Responses to 52 Pa. Code § 53.52 in support of PGW's *Pro Forma* Tariff Supplements are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa.C .S. § 4904 (relating to unsworn falsification to authorities).

9/25/24

Dated



Jonathan David, Director Customer Programs
Philadelphia Gas Works

Philadelphia Gas Works

Gas Supplier Tariff - Pa. P.U.C. No. 1

***Pro Forma* Tariff Supplement (clean version)**

*To align with system processes consistent
with Customer Information System Upgrade*

PHILADELPHIA GAS WORKS
GAS SUPPLIER TARIFF



Issued by: Seth Shapiro
President and CEO

PHILADELPHIA GAS WORKS
800 West Montgomery Avenue
Philadelphia, PA 19122

Changes effective XXXXXXXXXXXX 20XX in accordance with the Commission's Order entered XXXXXXXXXX at R-2024-XXXXXXX approving revisions to align with system processes consistent with Customer Information Services system upgrade.

List of Changes Made by this Tariff

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Updated to reflect revised page numbers.

5. Customer List (Page No. 22)

Section 5.3 – replaced “Point” with “Agreement”

6. Supplier Selection Procedures (Page No. 24, 26 and 29)

Section 6.1.E – delete fee language.

Section 6.1.F – replace “Billing Date” with “waiting period end date” Section

6.5 – replace “account” with “service agreement”

Section 7.16A – replace “account number” and “point” with “agreement”

12. Supplier Billing and Payment (Page 49)

Section 12.9.C.3 – add “by customer type (residential or business)”

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5. CUSTOMER LIST

5.1. Eligible Customer List. The Company will provide Suppliers with a list of POR eligible Customers, pursuant to Applicable Law, including residential customers, and small business/industrial customers with annual usage less than 5,000 Mcf per year. The list shall be updated monthly and shall include individual monthly gas billing data (if authorized by the customer) for the most recent twelve (12) month period for which data is available. The lag time for this data will not exceed two (2) billing cycles. Customers who opt out of the release of all of their information shall not be included in the above described Customer List.

5.2. Eligible Customer List Confidentiality. Such list shall only be accessible by Suppliers that have been authorized to access PGW's electronic bulletin board and are otherwise qualified to serve Firm Transportation Customers under this Supplier Tariff.

5.3. Data Exchange. The list of Customers that the Company provides to all Suppliers pursuant to Rule 5.1 above, will include the following:

5.3.A. As to Customers who have authorized the release of all of their Customer information:

5.3.A.1 PGW Account Number and Service Agreement Number

5.3.A.2 Customer Name

5.3.A.3 Service Address

5.3.A.4 Billing Address

5.3.A.5 Tariff Rate Class

5.3.A.6 Next Meter Read date

5.3.A.7 Customer class

5.3.A.8 Shopping status

5.3.A.9 Monthly consumption data for 12 months

5.3.B. As to Customers who have not authorized the release of their usage data:

5.3.B.1 PGW Account Number and Service Agreement Number

5.3.B.2 Customer Name

5.3.B.3 Service Address

5.3.B.4 Billing Address

5.3.B.5 Tariff Rate Class

5.3.B.6 Next Meter Read date

5.3.B.7 Customer class

(c) - Change

(c)

(c)

6. Supplier Selection Procedures.

6.1. Customers shall have the opportunity to select a Supplier in accordance with PUC Orders and the procedures contained in this Supplier Tariff and the Gas Service Tariff.

6.1.A. If a Customer or person authorized to act on the Customer's behalf contacts the Company via telephone to select a Supplier, the Company will advise the Customer to contact that Supplier.

6.1.B. A Supplier enrolling a Customer for its Natural Gas Supply service must first obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of a Supplier. This authorization may be obtained through written or direct oral confirmation. The Supplier must maintain recorded or written evidence of the Customer's authorization to provide documented evidence of authorization to the PUC in the event of a dispute.

6.1.C. The Supplier shall provide an electronic file to the Company which shall comply with the Company's electronic data interchange requirements. The Company will confirm receipt of the file and within three (3) business days of receipt will provide Supplier an electronic validation of the records contained therein.

6.1.D. For enrollments received on or before the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the calendar month immediately following the month the enrollment information was received. For enrollments received after the 15th of any calendar month, the Customer will be switched on the date of the Customer's regularly scheduled meter reading in the second (2nd) calendar month following the month the enrollment information was received.

6.1.E. If, in any month, a Customer selects more than one (1) Supplier, the Supplier that submitted to the Company the latest valid Supplier contract, before the end of the applicable Supplier selection period, will become the Customer's Supplier of record beginning on the Customers switch date. (C)

6.1.F. The Company will send a confirmation notice to all Customers who have made a Supplier selection by the next business day after receiving the request from the Supplier. Included in this notice will be notification of a waiting period in compliance with Applicable Law which the Customer may cancel its selection of a Supplier. The confirmation notice will include the Customer's name, address, the Company account number, selected Supplier, service effective date and waiting period end date. The waiting period will begin on the day the notice is mailed to the Customer. The Company will notify the Customer's prior Supplier of the intended discontinuance of service to the Customer from that prior Supplier. (C)

6.1.G. If the waiting period expires, and the Customer has not contacted the Company to dispute the Supplier selection, the Supplier will become the Customer's Supplier of record.

6.1.H. If the Customer elects to rescind its Supplier selection, the Company will notify the rejected Supplier and the reinstated Supplier electronically. In the event the Customer rescinds its

(C) - Change

6.2. If a Supplier requests from the Company, Customer usage information (12 individual months of historic usage) that is electronically available for a Customer with whom it is discussing the possibility of providing Natural Gas Supply, and who has not authorized the release of customer information pursuant to section 14.2 of the Gas Service Tariff, the Company will only furnish such information if the Supplier provides to the Company evidence of such authorization, including but not limited to a completed copy of the Company's authorization form signed by the Customer, indicating that the Customer has authorized the release of Customer usage information to the Supplier.

6.3. If a Customer contacts the Company to request a switch from the Natural Gas Supply Service of a Supplier to the Company's SOLR Sales Service, on or before the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the calendar month immediately following the month the enrollment information was received. For requests received after the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the second calendar month following the month the enrollment information was received.

6.4. Discontinuance

6.4.A. If a Customer contacts the Company to discontinue Natural Gas Service at the Customer's then current location, and initiates a request for service at a new location, the Company will notify the current Supplier of the Customer's discontinuance of service for the account at the Customer's old location. The Company will also send an electronic transaction to the Customer's selected Supplier for its new location, which may or may not be the current Supplier. If the selected Supplier is not the same Supplier that served the Customer at the old location, the Company will provide the Supplier that served the Customer at the old location with the Customer's new mailing or forwarding address.

6.4.B. If a Customer contacts the Company to discontinue natural gas service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current Supplier of the Customer's discontinuance of service for the account at the Customer's location. If available, the Company will provide the Supplier that served the Customer at the old location with the Customer's new mailing or forwarding address.

6.5. If the Company elects to change the service agreement number for a Customer receiving its Natural Gas Supply from a Supplier, the Company will notify the Supplier of the change in service agreement number at the same Customer location.

(C)

(C) - Change

7.10. A Supplier (including its nominating agents, if applicable) who nominates gas for delivery to the Company's system must have and maintain Internet access. The Supplier shall also provide the Company with a valid e-mail address, a 24-hour a day contact person, a 24-hour a day phone and a 24-hour a day fax number for contact purposes.

7.11. 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 their gas service, the callers should call PGW immediately. If the NGS receives a telephone call from a ratepayer which should be directed to the Company, the NGS shall direct the ratepayer to the appropriate contact within the Company. The NGS shall handle all calls regarding NGS commodity charges and associated rates. NGSs must coordinate with the Company in resolving ratepayer inquiries, disputes or complaints which involve services provided by both the Company and NGSs.

7.12. The Company's provision of a Firm Pooling Agreement is contingent upon the Supplier paying all charges and amounts billed to it by the Company in a timely manner.

7.13. Failure to comply with all Supplier obligations will result in the Company disqualifying the Supplier from serving Customers. In the event the Company disqualifies a Supplier, the Supplier may appeal the disqualification to the Commission. If the Commission does not reverse the disqualification within forty-five (45) days, the Supplier will be disqualified at the end of the 45-day period and its Customers will be returned to SOLR service or switched to another Supplier. Any Company disqualification will be on a nondiscriminatory basis.

7.14. A Supplier will satisfy all applicable reliability requirements.

7.15. A Supplier and the Company will provide to the other in a thorough and timely manner all data, materials or information specified in this Tariff, or otherwise reasonably required by the Supplier or Company in connection with the provision of the Firm Pooling Agreement.

7.15.A A Supplier must have and maintain the software, hardware and technical acumen identified by the Company as necessary to access the Company's web sites. In addition, Suppliers who are assigned pipeline firm transportation capacity must have the hardware, software, and user competencies necessary to access pipeline electronic bulletin boards.

7.16. A Supplier shall comply with all applicable laws and Commission rules and regulations for record retention.

7.16A. Suppliers are required to create and maintain a file containing at a minimum the following billing data: Supplier name, Customer's Company service agreement number, rate class, Supplier rate, effective period of such rate and any other information required to properly bill Customer at the Supplier's rate. Such data will be updated monthly by the Supplier and will be released to the Company only in the event of default by a Supplier which requires the Company to comply with Section 2207(k) of the Natural Gas Choice Act. (C)

7.17. The Supplier shall maintain the surety required by the Company and shall maintain an acceptable credit rating in accordance with the requirements of the Supplier evaluation form. The Company reserves the right to conduct financial evaluations during the course of the year when information has been received by the Company that indicates the creditworthiness of the Supplier has deteriorated. The Company will bill the Supplier a two hundred fifty dollar (\$250.00) fee for such evaluations. The Company will limit evaluations at Supplier expense to two (2) evaluations in any twelve (12) month period.

(C) - Change

12.9.C.2. Customer Eligibility. GS Residential customers and GS Commercial and Industrial customers with annual usage of 5,000 Mcf or less will be eligible for inclusion into a POR program. Eligible GS Customer accounts will be reviewed on an annual basis to determine if they are eligible to be included in the next 12 month period. The review will be based on the previous 12 months actual usage.

12.9.C.3. NGS Participation. All of the NGS' customer accounts within the elected Rate Classes must be POR eligible accounts. To be eligible for the POR program, an NGS must choose consolidated billing for all of their eligible customer accounts by customer type (residential or business) and must sell all associated customer accounts receivable to PGW. (C)

12.9.C.4. Billing Options. PGW shall support rate-ready billing, and all NGS rates must conform to supported rate designs.

12.9.C.5. POR Payments. The Company will purchase each POR Customer's accounts receivable, provided, however, that PGW shall discount payments consistent with the settlement agreement and the PUC's Final Order in Docket No. R-2017-2586783, or as otherwise ordered by the Commission.

12.9.C.5.a. PGW will owe the Supplier all legitimate Supplier charges for basic gas supply services and applicable taxes subject to the discount, regardless of whether the customer has paid the Company. The ownership of each POR Customer's accounts receivable will transfer from the Supplier to the Company upon Customer billing.

12.9.C.5.b. The Company will pay the Supplier in accordance with the following schedule:

1. The Company will remit payment for the receivable on the 25th day of the month following the billing month.
2. Payment will not be made to the Supplier when Supplier Charges are not received by the Company within the required time period, as explained in paragraph 12.9.B.2.(e) above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.

12.9.C.5.c. The Company may purchase accounts receivable based upon an estimated bill. The Company shall add or deduct from any future payments due to the Supplier amounts that may result from reconciliations, adjustments, or recalculations, estimated readings, cancel and rebills, or any applicable billing adjustment.

12.9.C.5.d. Upon request, a Supplier shall provide a written certification to the Company that the Supplier is providing only basic gas supply to POR Customers billed under Consolidated NGDC Billing. Basic gas supply does not include a non-gas supply product (e.g., service contract for appliances, or payment for usage reductions, early contract cancellation fees or late fees, or other similar charges).

12.9.C.5.e. Supplier acknowledges and agrees that the Company is (a) entitled to receive and retain all payments from Supplier's customers for Purchased Receivables, and (b) authorized to conduct collection activities and, if necessary, terminate its delivery service and Supplier's supply services to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the Consolidated NGDC Bill, including the purchased Supplier receivables or other authorized reasons. Any customer whose service is terminated shall be reconnected to SOLR service upon compliance with PGW requirements.

(C) - Change

**Philadelphia Gas Works
Gas Service Tariff - Pa. P.U.C.
No. 2**

***Pro Forma* Tariff Supplement
(clean version)**

*To align with system processes consistent
with Customer Information System Upgrade*

PHILADELPHIA GAS WORKS
GAS SERVICE TARIFF



Issued by: Seth Shapiro
President and CEO

PHILADELPHIA GAS WORKS
800 West Montgomery Avenue
Philadelphia, PA 19122

Changes effective XXXXXXXXXXXX 20XX in accordance with the Commission's Order entered XXXXXXXXX at R-2024-XXXXXXX approving revisions to align with system processes consistent with Customer Information Services system upgrade.

List of Changes Made by this Tariff Supplement

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Updated to reflect revised page numbers.

GAS CHOICE ENROLLMENT AND SWITCHING (Page No. 63-64)

Section 14.2 Release of Customer Information - language updated to comply with 52 Pa. Code § 62.78.

Section 14.6 Effective Date of Enrollment – delete text regarding fee.

Section 14.8 Change of Account Number - replace “account” with “service agreement.”

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14. Gas Choice Enrollment and Switching

In accordance with all applicable final Commission Orders:

14.1. EFFECTIVE DATE OF CUSTOMER CHOICE. All GS, MS, and PHA Customers with an AMR will be eligible to purchase Natural Gas Supply Service from an NGS starting with their first regularly scheduled meter reading after September 1, 2003.

14.2. RELEASE OF CUSTOMER INFORMATION. PGW will send its GS, MS and PHA Customers notification that they have 15 days from the date PGW sends the Gas Choice Release Form to restrict release of their information to alternative suppliers. PGW's Customers will have three methods for restricting the release of their information: 1.) mailing a response card, 2.) calling PGW, or 3.) making an online selection. If no response is received within the 15 days then PGW will release private customer information as defined in 52 Pa. Code § 62.78. A Customer who responds within 15 days may select one of the following two options: (1) restrict the release of only the customer's historical billing data; or, (2) restrict the release of all private customer information. (C)

14.3. SELECTION OF A NATURAL GAS SUPPLIER. A Customer shall have the opportunity to select a Supplier in accordance with Commission Orders and the procedures contained in this Tariff and in the Supplier Tariff. A Customer or his/her authorized agent must contact the NGS directly to switch Suppliers. The NGS must maintain recorded or written evidence of the Customer's authorization.

14.4. CONFIRMATION NOTICE. Once an NGS notifies PGW that a Customer has selected them as their alternative supplier, PGW will send a confirmation notice to the Customer. Included in this notice shall be notification of a 10 day waiting period in which the Customer may cancel its selection of an NGS. The waiting period shall begin on the day the notice is mailed to the Customer. If applicable, the Company will notify the Customer's prior NGS of the intended discontinuance of service of the Customer.

14.5. FAILURE TO RESPOND TO THE CONFIRMATION NOTICE. If the 10-day waiting period expires, and the Customer has not contacted the Company to dispute the NGS selection, the NGS will become the Customer's NGS of record. If the Customer elects to rescind its NGS selection, the Company will notify the rejected NGS and the reinstated NGS electronically. In the event the Customer rescinds its NGS selection after the 10 day waiting period, the Customer will be required to remain with the selected NGS for a minimum of one billing month.

14.6. EFFECTIVE DATE OF ENROLLMENT. For enrollments received on or before the 15th of any calendar month, the Customer will be switched on the Customer's regularly scheduled meter reading date in the calendar month following the calendar month in which the enrollment was received. For enrollments received after the 15th of the calendar month, the Customer will be switched on the Customer's regularly scheduled meter reading date in the second calendar month following the calendar month in which the enrollment was received. If, in any month, a Customer selects more than one NGS, the NGS that submitted to the Company the latest valid NGS enrollment transaction before the end of the applicable NGS selection period, will become the Customer's NGS of record beginning on the Customer's next regularly scheduled meter read date. (C)

14.7. CHANGE OF ADDRESS. If a Customer contacts the Company to discontinue natural Gas Service at the Customer's then current location, the Company will notify the current NGS of the Customer's discontinuance of service for the account at the Customer's old location. If available, the Company will provide the NGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.

(C) - Change

14.8. CHANGE OF SERVICE AGREEMENT NUMBER. If the Company elects to change the service agreement number for a Customer receiving Natural Gas Supply from an NGS, the Company will notify the NGS of the change in service agreement number at the same Customer location.

(C)

14.9. SUPPLIER DISCONTINUANCE OR DEFAULT. If a NGS terminates sales to a Customer prior to the end of the Customer's contract with the NGS because of a default of the supplier or if the supplier discontinues service in the territory, the Customer will continue to pay the NGS' contract rate through the end of the applicable billing cycle. After that time, the Customer will be charged at the Supplier of Last Resort rate.

14.10. ADDITIONAL LIMITATIONS OF LIABILITY IN CONNECTION WITH CUSTOMER CHOICE. Other than its duty to deliver Natural Gas, the Company shall have no other duty or liability to a Customer receiving Natural Gas Supply Service arising out of or relating to a contract or other relationship between such Customer and an NGS. The Company shall implement Customer selection of an NGS consistent with applicable rules of the Commission and shall have no liability to a Customer receiving Natural Gas Supply Service arising out of or relating to switching NGSs unless the Company is negligent in switching or failing to switch a Customer. The Company shall have no duty or liability with respect to Natural Gas delivered by an NGS to a point of delivery on the Company's distribution system. After its receipt of Natural Gas at the point of delivery the Company shall have the same duty and liability for distribution service to Customers receiving Natural Gas Supply Service as to those purchasing Natural Gas from the Company.

14.11.A. Control and Possession of Gas. The Customer or its NGS shall be deemed to be in control and possession of the Gas to be transported hereunder until it shall have been delivered to the Company at the receipt point, after which the company shall be deemed to be in control and possession thereof. The Customer or its NGS assumes the full cost and expense, as well as full and complete liability and responsibility, for collecting, gathering and transporting the Gas to the receipt point hereunder at the quality herein before specified.

14.11.B. Title to Gas. Notwithstanding the transfer of control and possession of the Gas at the receipt point, receipt of Gas by the Company shall not vest title to the Gas in the Company. Title to such Gas shall remain vested in either the Supplier or the Customer(s) for whom Gas was received for redelivery. The Company's furnishing of transportation service shall be complete upon delivery to the Customer(s) of Gas received. The Customer warrants and will provide satisfactory documentation, upon request, that it has good and merchantable title for all Gas delivered to the Company for transportation hereunder. Title shall be free and clear of all liens, encumbrances and claims whatsoever. Customer will indemnify Company and hold the Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said Gas and/or to royalties, taxes, license fees or charges thereon, including pipeline transportation and service charges, which are applicable to such Gas and/or the delivery of such Gas to the Company. The Customer or its NGS shall be responsible for maintaining all insurance it deems necessary to protect its property interest in such Gas before, during and after receipt by the Company.

14.12. PURCHASE OF RECEIVABLES. PGW will offer a purchase of receivables program with respect to eligible GS residential customers and GS commercial and industrial customers using no more than 5,000 MCF annually with an AMR.

(C) – Change

Philadelphia Gas Works

Gas Supplier Tariff - Pa. P.U.C. No. 1

***Pro Forma* Tariff Supplement (red-line version)**

*To align with system processes consistent
with Customer Information System Upgrade*

PHILADELPHIA GAS WORKS

GAS SUPPLIER TARIFF



Issued by: Seth Shapiro
President and CEO

PHILADELPHIA GAS WORKS
800 West Montgomery Avenue
Philadelphia, PA 19122

~~Rates~~Changes effective ~~September 1, 2024~~XXXXXXXXXXXX 20XX in accordance with the Commission's Order entered ~~July 13, 2023~~XXXXXXXXXX at R-~~2023-3038069~~2024-XXXXXXX approving PGW's ~~2023-2024 Gas Cost Rate and in compliance~~revisions to align with the Commission's Order entered July 11, 2024 at R-~~2024-3045966~~approving PGW's 2024-2025 Gas Cost Ratesystem processes consistent with Customer Information Services system upgrade.

List of Changes Made by this Tariff

TABLE OF CONTENTS (PAGE No. 6)

Updated to reflect revised page numbers.

9.14 LOAD BALANCING CHARGE, 9.14.A. (PAGE No. 39)

Increases the Load Balancing Charge effective September 1, 2024 to \$62.7090 per design day Mcf.

5. Customer List (Page No. 22)

Section 5.3 – replaced “Point” with “Agreement”

6. Supplier Selection Procedures (Page No. 24, 26 and 29)

Section 6.1.E – delete fee language.

Section 6.1.F – replace “Billing Date” with “waiting period end date”

Section 6.5 – replace “account” with “service agreement”

Section 7.16A – replace “account number” and “point” with “agreement”

12. Supplier Billing and Payment (Page 49)

Section 12.9.C.3 – add “by customer type (residential or business)”

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5. CUSTOMER LIST

5.1. Eligible Customer List. The Company will provide Suppliers with a list of POR eligible Customers, pursuant to Applicable Law, including residential customers, and small business/industrial customers with annual usage less than 5,000 Mcf per year. The list shall be updated monthly and shall include individual monthly gas billing data (if authorized by the customer) for the most recent twelve (12) month period for which data is available. The lag time for this data will not exceed two (2) billing cycles. Customers who opt out of the release of all of their information shall not be included in the above described Customer List.

5.2. Eligible Customer List Confidentiality. Such list shall only be accessible by Suppliers that have been authorized to access PGW's electronic bulletin board and are otherwise qualified to serve Firm Transportation Customers under this Supplier Tariff.

5.3. Data Exchange. The list of Customers that the Company provides to all Suppliers pursuant to Rule 5.1 above, will include the following:

5.3.A. As to Customers who have authorized the release of all of their Customer information:

5.3.A.1 PGW Account Number and Service PointAgreement Number

(c)

5.3.A.2 Customer Name

5.3.A.3 Service Address

5.3.A.4 Billing Address

5.3.A.5 Tariff Rate Class

5.3.A.6 Next Meter Read date

5.3.A.7 Customer class

5.3.A.8 Shopping status

5.3.A.9 Monthly consumption data for 12 months

5.3.B. As to Customers who have not authorized the release of their usage data:

5.3.B.1 PGW Account Number and Service PointAgreement Number

(c)

5.3.B.2 Customer Name

5.3.B.3 Service Address

5.3.B.4 Billing Address

5.3.B.5 Tariff Rate Class

5.3.B.6 Next Meter Read date

5.3.B.7 Customer class

(c) - Change

6. Supplier Selection Procedures.

6.1. Customers shall have the opportunity to select a Supplier in accordance with PUC Orders and the procedures contained in this Supplier Tariff and the Gas Service Tariff.

6.1.A. If a Customer or person authorized to act on the Customer's behalf contacts the Company via telephone to select a Supplier, the Company will advise the Customer to contact that Supplier.

6.1.B. A Supplier enrolling a Customer for its Natural Gas Supply service must first obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of a Supplier. This authorization may be obtained through written or direct oral confirmation. The Supplier must maintain recorded or written evidence of the Customer's authorization to provide documented evidence of authorization to the PUC in the event of a dispute.

6.1.C. The Supplier shall provide an electronic file to the Company which shall comply with the Company's electronic data interchange requirements. The Company will confirm receipt of the file and within three (3) business days of receipt will provide Supplier an electronic validation of the records contained therein.

6.1.D. For enrollments received on or before the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the calendar month immediately following the month the enrollment information was received. For enrollments received after the 15th of any calendar month, the Customer will be switched on the date of the Customer's regularly scheduled meter reading in the second (2nd) calendar month following the month the enrollment information was received.

6.1.E. If, in any month, a Customer selects more than one (1) Supplier, the Supplier that submitted to the Company the latest valid Supplier contract, before the end of the applicable Supplier selection period, will become the Customer's Supplier of record beginning on the Customers switch date. ~~No fee will be charged for the initial enrollment.~~ (C)

6.1.F. The Company will send a confirmation notice to all Customers who have made a Supplier selection by the next business day after receiving the request from the Supplier. Included in this notice will be notification of a waiting period in compliance with Applicable Law which the Customer may cancel its selection of a Supplier. The confirmation notice will include the Customer's name, address, the Company account number, selected Supplier, service effective date and ~~Billing Date~~ waiting period end date. The waiting period will begin on the day the notice is mailed to the Customer. The Company will notify the Customer's prior Supplier of the intended discontinuance of service to the Customer from that prior Supplier. (C)

6.1.G. If the waiting period expires, and the Customer has not contacted the Company to dispute the Supplier selection, the Supplier will become the Customer's Supplier of record.

6.1.H. If the Customer elects to rescind its Supplier selection, the Company will notify the rejected Supplier and the reinstated Supplier electronically. In the event the Customer rescinds its

(C) - Change

6.2. If a Supplier requests from the Company, Customer usage information (12 individual months of historic usage) that is electronically available for a Customer with whom it is discussing the possibility of providing Natural Gas Supply, and who has not authorized the release of customer information pursuant to section 14.2 of the Gas Service Tariff, the Company will only furnish such information if the Supplier provides to the Company evidence of such authorization, including but not limited to a completed copy of the Company's authorization form signed by the Customer, indicating that the Customer has authorized the release of Customer usage information to the Supplier.

6.3. If a Customer contacts the Company to request a switch from the Natural Gas Supply Service of a Supplier to the Company's SOLR Sales Service, on or before the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the calendar month immediately following the month the enrollment information was received. For requests received after the 15th of any calendar month, the Customer will be switched, on the date of the Customer's regularly scheduled meter reading in the second calendar month following the month the enrollment information was received.

6.4. Discontinuance

(c)

6.4.A. If a Customer contacts the Company to discontinue Natural Gas Service at the Customer's then current location, and initiates a request for service at a new location, the Company will notify the current Supplier of the Customer's discontinuance of service for the account at the Customer's old location. The Company will also send an electronic transaction to the Customer's selected Supplier for its new location, which may or may not be the current Supplier. If the selected Supplier is not the same Supplier that served the Customer at the old location, the Company will provide the Supplier that served the Customer at the old location with the Customer's new mailing or forwarding address.

6.4.B. If a Customer contacts the Company to discontinue natural gas service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current Supplier of the Customer's discontinuance of service for the account at the Customer's location. If available, the Company will provide the Supplier that served the Customer at the old location with the Customer's new mailing or forwarding address.

6.5. If the Company elects to change the account service agreement number for a Customer receiving its Natural Gas Supply from a Supplier, the Company will notify the Supplier of the change in account service agreement number at the same Customer location.

(C)

(C) - Change

7.10. A Supplier (including its nominating agents, if applicable) who nominates gas for delivery to the Company's system must have and maintain Internet access. The Supplier shall also provide the Company with a valid e-mail address, a 24-hour a day contact person, a 24-hour a day phone and a 24-hour a day fax number for contact purposes.

7.11. 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 their gas service, the callers should call PGW immediately. If the NGS receives a telephone call from a ratepayer which should be directed to the Company, the NGS shall direct the ratepayer to the appropriate contact within the Company. The NGS shall handle all calls regarding NGS commodity charges and associated rates. NGSs must coordinate with the Company in resolving ratepayer inquiries, disputes or complaints which involve services provided by both the Company and NGSs.

7.12. The Company's provision of a Firm Pooling Agreement is contingent upon the Supplier paying all charges and amounts billed to it by the Company in a timely manner.

7.13. Failure to comply with all Supplier obligations will result in the Company disqualifying the Supplier from serving Customers. In the event the Company disqualifies a Supplier, the Supplier may appeal the disqualification to the Commission. If the Commission does not reverse the disqualification within forty-five (45) days, the Supplier will be disqualified at the end of the 45-day period and its Customers will be returned to SOLR service or switched to another Supplier. Any Company disqualification will be on a nondiscriminatory basis.

7.14. A Supplier will satisfy all applicable reliability requirements.

7.15. A Supplier and the Company will provide to the other in a thorough and timely manner all data, materials or information specified in this Tariff, or otherwise reasonably required by the Supplier or Company in connection with the provision of the Firm Pooling Agreement.

7.15.A A Supplier must have and maintain the software, hardware and technical acumen identified by the Company as necessary to access the Company's web sites. In addition, Suppliers who are assigned pipeline firm transportation capacity must have the hardware, software, and user competencies necessary to access pipeline electronic bulletin boards.

7.16. A Supplier shall comply with all applicable laws and Commission rules and regulations for record retention.

7.16A. Suppliers are required to create and maintain a file containing at a minimum the following billing data: Supplier name, Customer's Company ~~account number~~, service ~~point~~ **agreement** number, rate class, Supplier rate, effective period of such rate and any other information required to properly bill Customer at the Supplier's rate. Such data will be updated monthly by the Supplier and will be released to the Company only in the event of default by a Supplier which requires the Company to comply with Section 2207(k) of the Natural Gas Choice Act. (C)

7.17. The Supplier shall maintain the surety required by the Company and shall maintain an acceptable credit rating in accordance with the requirements of the Supplier evaluation form. The Company reserves the right to conduct financial evaluations during the course of the year when information has been received by the Company that indicates the creditworthiness of the Supplier has deteriorated. The Company will bill the Supplier a two hundred fifty dollar (\$250.00) fee for such evaluations. The Company will limit evaluations at Supplier expense to two (2) evaluations in any twelve (12) month period.

(C) - Change

12.9.C.2. Customer Eligibility. GS Residential customers and GS Commercial and Industrial customers with annual usage of 5,000 Mcf or less will be eligible for inclusion into a POR program. Eligible GS Customer accounts will be reviewed on an annual basis to determine if they are eligible to be included in the next 12 month period. The review will be based on the previous 12 months actual usage.

12.9.C.3. NGS Participation. All of the NGS' customer accounts within the elected Rate Classes must be POR eligible accounts. To be eligible for the POR program, an NGS must choose consolidated billing for all of their eligible customer accounts by customer type (residential or business) and must sell all associated customer accounts receivable to PGW. (C)

12.9.C.4. Billing Options. PGW shall support rate-ready billing, and all NGS rates must conform to supported rate designs.

12.9.C.5. POR Payments. The Company will purchase each POR Customer's accounts receivable, provided, however, that PGW shall discount payments consistent with the settlement agreement and the PUC's Final Order in Docket No. R-2017-2586783, or as otherwise ordered by the Commission.

12.9.C.5.a. PGW will owe the Supplier all legitimate Supplier charges for basic gas supply services and applicable taxes subject to the discount, regardless of whether the customer has paid the Company. The ownership of each POR Customer's accounts receivable will transfer from the Supplier to the Company upon Customer billing.

12.9.C.5.b. The Company will pay the Supplier in accordance with the following schedule:

1. The Company will remit payment for the receivable on the 25th day of the month following the billing month.
2. Payment will not be made to the Supplier when Supplier Charges are not received by the Company within the required time period, as explained in paragraph 12.9.B.2.(e) above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.

12.9.C.5.c. The Company may purchase accounts receivable based upon an estimated bill. The Company shall add or deduct from any future payments due to the Supplier amounts that may result from reconciliations, adjustments, or recalculations, estimated readings, cancel and rebills, or any applicable billing adjustment.

12.9.C.5.d. Upon request, a Supplier shall provide a written certification to the Company that the Supplier is providing only basic gas supply to POR Customers billed under Consolidated NGDC Billing. Basic gas supply does not include a non-gas supply product (e.g., service contract for appliances, or payment for usage reductions, early contract cancellation fees or late fees, or other similar charges).

12.9.C.5.e. Supplier acknowledges and agrees that the Company is (a) entitled to receive and retain all payments from Supplier's customers for Purchased Receivables, and (b) authorized to conduct collection activities and, if necessary, terminate its delivery service and Supplier's supply services to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the Consolidated NGDC Bill, including the purchased Supplier receivables or other authorized reasons. Any customer whose service is terminated shall be reconnected to SOLR service upon compliance with PGW requirements.

(C) - Change

**Philadelphia Gas Works
Gas Service Tariff - Pa. P.U.C.
No. 2**

***Pro Forma* Tariff Supplement
(red-line version)**

*To align with system processes consistent
with Customer Information System Upgrade*

PHILADELPHIA GAS WORKS

GAS SERVICE TARIFF



Issued by: Seth Shapiro
President and CEO

PHILADELPHIA GAS WORKS
800 West Montgomery Avenue
Philadelphia, PA 19122

~~Rates~~Changes effective ~~September 1, 2024~~XXXXXXXXXXXX 20XX in accordance with the Commission's Order entered ~~July 13, 2023~~XXXXXXXXXX at R-~~2023-3038069~~2024-XXXXXX approving ~~PGW's 2023-2024 Gas Cost Rate and in compliance~~revisions to align with the Commission's Order entered July 11, 2024 at R-~~2024-3045966~~ approving PGW's 2024-2025 Gas Cost Rate. system processes consistent with Customer Information Services system upgrade.

List of Changes Made by this Tariff Supplement**TABLE OF CONTENTS (PAGE Nos. 6-7)**

Updated to reflect revised page numbers ~~for each of the changes listed below on this page.~~

GAS COST RATE (GCR) – SECTION 1307f, II DEFINITIONS (PAGE No. 67)

In the definition of “GAC,” the GAC value effective September 1, 2024 decreases to ~~\$(.10383).~~

GAS COST RATE (GCR) – SECTION 1307f, II DEFINITIONS (PAGE No. 67A)

In the definition of “IRC,” the IRC value effective September 1, 2024 is ~~\$0.00146 per Ccf.~~ In the definition of “SSC,” the SSC value effective September 1, 2024 increases to ~~\$.43021.~~

GAS COST RATE (GCR) – SECTION 1307f, III COMPUTATION OF GCR (PAGE No. 68)

The **GAS** Cost Rate (GCR) effective September 1, 2024 decreases to ~~\$0.32492.~~

PRICE TO COMPARE (PAGE No. 78)

The Prices to Compare effective September 1, 2024 are: (a) ~~\$0.34750 per Ccf for Residential (GS-RES);~~ (b) ~~\$0.34750 per Ccf for Public Housing Customers (GS-PH);~~ (c) ~~\$0.33490 Ccf for Commercial (GS-COM);~~ (d) ~~\$0.33155 Ccf for Industrial (GS-IND);~~ (e) ~~\$0.33038 per Ccf for Municipal Service (MS);~~ (f) ~~\$0.330308per Ccf for Philadelphia Housing Authority (PHA);~~ **CHOICE ENROLLMENT AND** (g) ~~\$0.33038 per Ccf for Natural Gas Vehicle Service (NGVS).~~

EFFICIENCY COST RECOVERY SURCHARGE (PAGE No. 80)

The Efficiency Cost Recovery Surcharge rates effective September 1, 2024 are: (a) ~~\$0.00357 per Ccf for Residential and Public Housing Customers on Rate GS;~~ (b) ~~\$0.00316 per Ccf for Commercial Customers on Rate GS and the Philadelphia Housing Authority on Rate PHA;~~ and, (c) ~~\$0.00013 per Ccf for Industrial Customers on Rate GS and Rate IT-XLT.~~

UNIVERSAL SERVICE AND ENERGY CONSERVATION SURCHARGE (PAGE No. 81)

The Universal Service and Energy Conservation Surcharge effective September 1, 2024 is ~~\$0.16666 per Ccf.~~

OTHER POST EMPLOYMENT BENEFIT (“OPEB”) SURCHARGE **SWITCHING (Page No. ~~8263-64~~)**

The Other Post Employment Benefit Surcharge effective September 1, 2024 decreases to ~~\$0.03950/Ccf.~~

GENERAL SERVICE – RATE GS (PAGE No. 83); MUNICIPAL SERVICE – RATE MS (PAGE No. 87);**PHILADELPHIA HOUSING AUTHORITY SERVICE – RATE PHA (PAGE No. 90); and,****DEVELOPMENTAL NATURAL GAS VEHICLE SVC – RATE NGVS FIRM SERVICE (Page No. 135)**

The Gas Cost Rate (GCR) effective September 1, 2024 decreases to ~~\$0.32492.~~

Section 14.2 Release of Customer Information - language updated to comply with 52 Pa. Code § 62.78.

Section 14.6 Effective Date of Enrollment – delete text regarding fee.

Section 14.8 Change of Account Number - replace “account” with “service agreement.”

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15. Supplier of Last Resort_____	First Revised 63 65

14. Gas Choice Enrollment and Switching

In accordance with all applicable final Commission Orders:

14.1. EFFECTIVE DATE OF CUSTOMER CHOICE. All GS, MS, and PHA Customers with an AMR will be eligible to purchase Natural Gas Supply Service from an NGS starting with their first regularly scheduled meter reading after September 1, 2003.

14.2. RELEASE OF CUSTOMER INFORMATION. PGW will send its GS, MS and PHA Customers notification that they have 15 days from the date PGW sends the Gas Choice Release Form to restrict release of their information to alternative suppliers. PGW's Customers will have three methods for restricting the release of their information: 1.) mailing a response card, 2.) calling PGW, or 3.) making an online selection. If no response is received within the 15 days then PGW will release ~~a Customer's name, billing address, service address, rate class, account number and load data.~~ private customer information as defined in 52 Pa. Code § 62.78. A Customer who responds within 15 days may select one of the following two options: (1) restrict the release of only the customer's historical billing data; or, (2) restrict the release of all of his/her account private customer information or just his/her load data. (C)

14.3. SELECTION OF A NATURAL GAS SUPPLIER. A Customer shall have the opportunity to select a Supplier in accordance with Commission Orders and the procedures contained in this Tariff and in the Supplier Tariff. A Customer or his/her authorized agent must contact the NGS directly to switch Suppliers. The NGS must maintain recorded or written evidence of the Customer's authorization.

14.4. CONFIRMATION NOTICE. Once an NGS notifies PGW that a Customer has selected them as their alternative supplier, PGW will send a confirmation notice to the Customer. Included in this notice shall be notification of a 10 day waiting period in which the Customer may cancel its selection of an NGS. The waiting period shall begin on the day the notice is mailed to the Customer. If applicable, the Company will notify the Customer's prior NGS of the intended discontinuance of service of the Customer.

14.5. FAILURE TO RESPOND TO THE CONFIRMATION NOTICE. If the 10-day waiting period expires, and the Customer has not contacted the Company to dispute the NGS selection, the NGS will become the Customer's NGS of record. If the Customer elects to rescind its NGS selection, the Company will notify the rejected NGS and the reinstated NGS electronically. In the event the Customer rescinds its NGS selection after the 10 day waiting period, the Customer will be required to remain with the selected NGS for a minimum of one billing month.

14.6. EFFECTIVE DATE OF ENROLLMENT. For enrollments received on or before the 15th of any calendar month, the Customer will be switched on the Customer's regularly scheduled meter reading date in the calendar month following the calendar month in which the enrollment was received. For enrollments received after the 15th of the calendar month, the Customer will be switched on the Customer's regularly scheduled meter reading date in the second calendar month following the calendar month in which the enrollment was received. If, in any month, a Customer selects more than one NGS, the NGS that submitted to the Company the latest valid NGS enrollment transaction before the end of the applicable NGS selection period, will become the Customer's NGS of record beginning on the Customer's next regularly scheduled meter read date. No fee will be charged for initial enrollment. (C)

14.7. CHANGE OF ADDRESS. If a Customer contacts the Company to discontinue natural Gas Service at the Customer's then current location, the Company will notify the current NGS of the Customer's discontinuance of service for the account at the Customer's old location. If available, the Company will provide the NGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.

(C) - Change

14.8. CHANGE OF ACCOUNT SERVICE AGREEMENT NUMBER. If the Company elects to change the ~~account~~ service agreement number for a Customer receiving Natural Gas Supply from an NGS, the Company will notify the NGS of the change in service agreement ~~account~~ number at the same Customer location.

(C)

14.9. SUPPLIER DISCONTINUANCE OR DEFAULT. If a NGS terminates sales to a Customer prior to the end of the Customer's contract with the NGS because of a default of the supplier or if the supplier discontinues service in the territory, the Customer will continue to pay the NGS' contract rate through the end of the applicable billing cycle. After that time, the Customer will be charged at the Supplier of Last Resort rate.

14.10. ADDITIONAL LIMITATIONS OF LIABILITY IN CONNECTION WITH CUSTOMER CHOICE. Other than its duty to deliver Natural Gas, the Company shall have no other duty or liability to a Customer receiving Natural Gas Supply Service arising out of or relating to a contract or other relationship between such Customer and an NGS. The Company shall implement Customer selection of an NGS consistent with applicable rules of the Commission and shall have no liability to a Customer receiving Natural Gas Supply Service arising out of or relating to switching NGSs unless the Company is negligent in switching or failing to switch a Customer. The Company shall have no duty or liability with respect to Natural Gas delivered by an NGS to a point of delivery on the Company's distribution system. After its receipt of Natural Gas at the point of delivery the Company shall have the same duty and liability for distribution service to Customers receiving Natural Gas Supply Service as to those purchasing Natural Gas from the Company.

14.11.A. Control and Possession of Gas. The Customer or its NGS shall be deemed to be in control and possession of the Gas to be transported hereunder until it shall have been delivered to the Company at the receipt point, after which the company shall be deemed to be in control and possession thereof. The Customer or its NGS assumes the full cost and expense, as well as full and complete liability and responsibility, for collecting, gathering and transporting the Gas to the receipt point hereunder at the quality herein before specified.

14.11.B. Title to Gas. Notwithstanding the transfer of control and possession of the Gas at the receipt point, receipt of Gas by the Company shall not vest title to the Gas in the Company. Title to such Gas shall remain vested in either the Supplier or the Customer(s) for whom Gas was received for redelivery. The Company's furnishing of transportation service shall be complete upon delivery to the Customer(s) of Gas received. The Customer warrants and will provide satisfactory documentation, upon request, that it has good and merchantable title for all Gas delivered to the Company for transportation hereunder. Title shall be free and clear of all liens, encumbrances and claims whatsoever. Customer will indemnify Company and hold the Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of the adverse claims of any or all persons to said Gas and/or to royalties, taxes, license fees or charges thereon, including pipeline transportation and service charges, which are applicable to such Gas and/or the delivery of such Gas to the Company. The Customer or its NGS shall be responsible for maintaining all insurance it deems necessary to protect its property interest in such Gas before, during and after receipt by the Company.

14.12. PURCHASE OF RECEIVABLES. PGW will offer a purchase of receivables program with respect to eligible GS residential customers and GS commercial and industrial customers using no more than 5,000 MCF annually with an AMR.

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