

PHILADELPHIA GAS WORKS
GAS SERVICE TARIFF



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PHILADELPHIA GAS WORKS
800 West Montgomery Avenue
Philadelphia, PA 19122

This Tariff is filed in Compliance with the Final Order of the PA PUC at M-00021612,
entered March 31, 2003 and the PUC Order on Reconsideration, entered June 30,
2003.

List of Changes Made by this Tariff

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Description of Territory Served

The company's service territory is defined as the City of Philadelphia in the *AGREEMENT BETWEEN THE CITY OF PHILADELPHIA AND THE PHILADELPHIA FACILITIES MANAGEMENT CORPORATION FOR THE MANAGEMENT AND OPERATION OF THE PHILADELPHIA GAS WORKS.*

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DEFINITIONS

ACTUAL METER READ (or READING) - The reading from a gas meter, taken either by a Physical Meter Read, telemetering or an Automatic Meter Reading (AMR) device.

ALTERNATE FUEL CAPABILITY – The ability to meet energy needs with an energy source other than Natural Gas.

APPEAL - The process by which a Customer or the Company challenges a Bureau Of Consumer Services (BCS) resolution of an Informal Complaint.

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 at a specific location, (ii) complies completely with all Company requirements for obtaining Natural Gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff at such location. 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. The meaning of the term addressed in this Tariff is consistent with the term as defined in Section 56.2 of Chapter 56.

ARREARAGE- Amounts owed by a Customer, specifically where charges have not been paid in full by the current bill due date, unless the said Arrearage is covered by a payment agreement or equal payment plan (budget payment plan) under which the Customer is current on his/her installment payments.

AUTOMATIC METER READING DEVICE (AMR) - A device which by electrical impulse or otherwise transmits readings from a meter. without a Physical Meter Read.

BASIC UTILITY SERVICE (or Gas Service) - The provision of Retail Sales Service or Transportation Service to a Customer and all associated fees and charges that are essential to the provision of Retail Sales Service or Transportation Service. Basic Utility Service is also referred to as Gas Service in this tariff.

BRITISH THERMAL UNIT - (Btu) – The amount of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

BUREAU OF CONSUMER SERVICES (BCS) - The division of the Public Utility Commission that oversees consumer issues.

Ccf - 100 cubic feet of gas.

CHAPTER 56 - The PUC regulations that govern metering, billing and collections for residential gas and electricity service.

CUSTOMER - A person, partnership, association, corporation or other entity that purchases Natural Gas and in whose name a service account exists with the Company. A Customer may fall into one or more of the following categories:

(i) **Residential** - Any Customer in a dwelling (including an apartment) whose primary use of Gas Service is for household purposes such as space heating, air conditioning, cooking, water heating. The term "Residential Customer" shall be used interchangeably with the term "Customer with Residential service".

(ii) **Low-Income** - A Residential Customer whose gross household income is at or below 150% of the federal poverty level.

- (iii) Non-Residential - A party other than a Residential Customer or Landlord-Customer as set forth herein.
- (iv) Commercial - Any Customer who is a non-manufacturing establishment or agency primarily engaged in the sale of goods and services (including local, state, and federal agencies engaged in non-manufacturing activities) or a Landlord-Customer whose meter serves three (3) or more Residential units.
- (v) Industrial - Any Customer who is engaged in a process which creates or changes raw or unfinished materials into another form or product. Generation of electricity (other than by electric utilities) is included.
- (vi) Heating - Any Customer whose primary use of Gas is for space heating.
- (vii) Non-Heating - Any Customer whose primary use of Gas is for purposes other than for space heating.
- (viii) Landlord - Any individual or organization who is the party responsible for payment of Gas Service provided to one or more Tenants in a Residential building pursuant to an oral or written rental arrangement.

CUSTOMER READING - A meter reading made by the Customer that is given to the Company.

CUSTOMER RESPONSIBILITY PROGRAM (CRP) - PGW's Low-Income Customer assistance program which is designed to be consistent with the Public Utility Commission's rules, regulations, and policies regarding Customer Assistance Programs (CAP).

CUSTOMER RESPONSIBILITY PROGRAM PARTICIPANT (Participant) - PGW Residential Customer who enrolls in the Customer Responsibility Program.

CUSTOMER SERVICE CALL CHARGE – The charge as set forth in Section 12 of this Gas Service Tariff.

CUSTOMER SERVICE CENTER - Previously known as a "District Office."

DEKATHERM (Dth) – A unit of energy equating to 1,000,000 BTUs.

DISPUTE - An unresolved grievance raised by a Customer, Applicant or occupant with PGW which is under further Review at PGW, before the Customer Review Unit (CRU) of PGW or a matter which is the subject of a pending Informal Complaint to the BCS. The meaning of the term is consistent with the term as defined in Section 56.2 of Chapter 56.

DISTRIBUTION CHARGE – The charge for Transportation Service provided by PGW.

ESTIMATED READING - During the months when the Company does not read the Customer's meter, gas usage is projected based on previous gas usage, gas rates, and the weather.

FOREIGN LOAD - A situation where a Customer's meter registers usage for utility service provided to another person or other persons, or for use in a common area shared by others, for example, hallway lighting, furnace fan, or laundry room appliances.

FORMAL COMPLAINT - A written claim regarding a Customer problem with the Company filed by a Customer with the PUC. A Formal Complaint is assigned to an Administrative Law Judge (ALJ) who may hold hearings to develop a record.

GAS CHOICE PROGRAM - The firm gas transportation program offered by the Company pursuant to the Gas Choice Act, 66 Pa.C.S. §§2201 et.seq.

GAS SERVICE - See definition for Basic Utility Service.

GAS SERVICE TARIFF (TARIFF) is PGW Gas Tariff - Pa P.U.C. No. 2 as supplemented or superceded from time to time in accordance with law.

GROSS ANNUAL INCOME - The total of earned and non-earned income of a household.

INFORMAL COMPLAINT - A Dispute or disagreement about a Customer, Applicant or occupant problem with the Company filed with the PUC's Bureau of Consumer Services (BCS). A BCS investigator reviews the Informal Complaint and provides the Customer, Applicant or occupant with a response to their Dispute.

INQUIRY - Communication initiated by a Customer, Applicant or occupant, specifically a question or concerns pertaining to billing or other Customer service matters.

LATE PAYMENT CHARGE - A charge placed on any bill not paid by the due date.

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) - A federally funded program, administered by the state for low income utility Customers to help pay for energy services.

Mcf - 1,000 cubic feet of gas; this is a measure of gas usage.

NATURAL GAS (GAS) - Includes natural gas, liquified natural gas, synthetic natural gas and any natural gas substitutes including, but not limited to, liquified propane and naphtha.

NATURAL GAS CHOICE AND COMPETITION ACT - (Gas Choice Act or the Act) - 66 Pa.C.S. § § 2201 et.seq.

NATURAL GAS DISTRIBUTION COMPANY (NGDC) -A public utility that owns and/or operates natural gas distribution facilities. The term is used in this Tariff to refer to requirements which are placed on NGDCs and PGW, as a distributor of Natural Gas, pursuant to the Gas Choice Program.

NATURAL GAS SUPPLIER (NGS or Supplier) – A natural gas supplier, as defined in the Competition Act, that has been licensed by the Pennsylvania Public Utility Commission (“PUC”) to sell Natural Gas Supply Services on the Company's system.

NATURAL GAS SUPPLY SERVICES – As defined in 66 Pa.C.S.A. § 2202.

NON-BASIC UTILITY SERVICE – Leased or purchased merchandise, appliances or special services including but not limited to merchandise and appliance installation fees, rental and repair costs, meter testing fees, special construction charges and other nonrecurring charges that are not essential to delivery or metering of Gas Service.

"PGW" or "Company" - refers to Philadelphia Gas Works.

PGW CHARGES - The portion of the consolidated PGW bill that itemizes the charges for the Basic Utility Service provided by PGW. The PGW Charges are separate and apart from the Natural Gas Supplier charges that may be itemized on a consolidated PGW bill.

PHYSICAL METER READ (or READING) - A meter read where a PGW service person takes an actual Meter Read of a Customer's meter.

PUBLIC UTILITY CODE - Title 66 of Pennsylvania Consolidated Statutes which establishes the powers and duties of the PUC.

PUBLIC UTILITY COMMISSION (PUC or Commission) - The agency that is empowered by the Public Utility Code to regulate public utilities and Natural Gas Suppliers.

RESIDENT - An owner, Tenant, or occupant who makes the dwelling unit his/her residence.

RESIDENTIAL BUILDING - A building containing one or more dwelling units occupied by one or more Tenants, but excluding nursing homes, hotels and motels.

REVIEW - The process by which PGW examines the Customer's account upon Customer Inquiry.

RETAIL SALES SERVICE - Service to a Customer whereby the Customer receives firm or interruptible gas supply as well as transportation from the Company.

SUPPLIER OF LAST RESORT (SOLR) - The Company in its role of providing 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, in accordance with this Tariff. Each Customer may only have one Supplier of Last Resort.

TENANT - Any person or group of persons whose dwelling unit in a Residential building is provided gas pursuant to an oral or written rental arrangement for such dwelling unit, but who is not the Customer of PGW for such Gas Service.

TITLE 52 - The title of the Pennsylvania Code that governs utilities.

TRANSPORTATION SERVICE - Service to a Customer whereby the customer receives transportation, but not firm or interruptible gas supply from the Company.

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Rules and Regulations for Residential and Non-Residential Gas Service

1. The Gas Service Tariff

1.1. FILING AND POSTING. A copy of this Tariff, under which Gas Service will be supplied, is on file with the Commission and is available for inspection at any CSC and at the main offices of "PGW." The Tariff is also available on PGW's website at www.pgworks.com.

1.2. REVISIONS. This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with applicable law, with the approval of the PUC. Such changes, when effective, shall have the same force as the present Tariff.

1.3. APPLICATION. The Tariff provisions apply to anyone receiving Gas Service from PGW in accordance with these Rules and Regulations. Such receipt of Gas Service shall deem the receiver a Customer of the Company as the term is used herein, whether service is based upon a written contract, an agreement, an accepted, signed application or otherwise.

1.4. RULES AND REGULATIONS. The Rules and Regulations, filed as a part of this Tariff, are a part of every contract for Gas Service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate or rider provision.

1.5. BILINGUAL FORMS. All notices and forms referred to in this Tariff shall be in English and Spanish.

1.6. USE OF RIDERS. The terms governing the provision of service under a particular rate may be modified or amended only by the application of standard riders, filed as part of this tariff.

1.7. STATEMENT BY AGENTS. No representative has authority to modify a Tariff rule or provision, or to bind the Company by any contrary promise or representation.

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2. Application and Contract for Gas Service

2.1. APPLICATION FOR GAS SERVICE.

2.1.A. How to Apply. Application for Gas Service shall be made by telephone, mail and/or by personal visit to one of PGW's Customer Service Centers, except as required pursuant to Section 2.1.C. Applicants shall be given clear instructions as to how the application should be completed. Service will be provided as soon as possible upon completion of an application. Applications will be considered completed only upon compliance with all applicable requirements pursuant to Section 2.1.B. Supporting documents required pursuant to Section 2.1.B may be submitted as originals or photocopies and in person or by mail. Documents submitted by mail will not be returned.

2.1.B. Documentation Required.

2.1.B.1. An Applicant applying for Residential Gas Service shall provide two forms of personal identification. Such forms of identification required for application may include, but are not limited to, the following: social security card, medical assistance card, Public Welfare card, drivers license, birth certificate, passport, library card, or similar items as allowed by PGW. Parties applying to become Commercial or Industrial Customers shall provide their employer identification number (EIN) and such other documentation as may be required by PGW. Corporations and partnerships shall have their authorized agents or officers complete the appropriate application and provide supporting documentation.

2.1.B.2. Applicants for Gas Service may be requested to provide documentation evidencing commencement of ownership, tenancy or residency at the service address, including, for Tenant Applicants only, the name and mailing address of Landlord and/or Landlord's agent. Such documentation may include a copy of a deed, settlement papers, initial lease, initial receipt for rent payment or security deposit, a letter from a rental agent or Landlord, or similar documents indicating prior residency elsewhere, as allowed by PGW. In the event that an Applicant is unable to provide documentation evidencing commencement of ownership, tenancy or residency, PGW shall accept other evidence indicating ownership, tenancy or residency. Any Applicant unable to provide such documentation may certify that he/she is a lawful owner, Tenant or Resident of the property for which service is sought.

2.1.B.3. Any Applicant who (1) is a Customer whose account is not current, (2) is a former Customer who has not paid a final bill in full, or (3) is a former Customer whose Gas Service was terminated for non-payment shall execute any required payment agreement and submit any required down payment, deposit, and/or supporting documentation prior to receiving service.

2.1.C. In-person Application Interviews. An in-person application interview may be required for any Applicant who (1) is a former Customer whose Gas Service was terminated for unauthorized usage and/or tampering with the meter or other utility equipment, or (2) is applying for service at a service address at which service was terminated for non-payment within the preceding 120 days or where the home telephone number supplied by the Applicant is the same as the home telephone number for a previously terminated account at the same address.

2.1.D. Applicants with Disabilities. Any Applicant for Gas Service who cannot complete his/her application by telephone or mail, and for whom a personal visit to one of PGW's Customer Service Centers is a severe hardship due to disability, may request that a PGW Customer representative complete the application at the Applicant's residence.

2.1.E. Designation as Tenant-Occupied. Each Applicant for Gas Service shall designate, in written form to PGW, whether the application is for Residential service to a Tenant-occupied property. If the property is Tenant-occupied, a list of Tenants shall be submitted by the Landlord-Customer to PGW on an annual basis.

2.2. STANDARD SERVICE CONTRACT. Any application for Gas Service, upon acceptance by the Company, constitutes a contract between the Company and the Customer.

2.3. OTHER CONTRACTS. Contracts stipulating the negotiated non-scheduled rates and/or terms of Gas Service may also be entered into between the Company and Customer when the Company, in its sole discretion, deems such offerings to be economically advantageous to the Company.

2.4. RIGHT TO REJECT.

2.4.A. Rejection to Protect Supply. PGW may limit the amount and character of Gas Service it shall supply or may reject requests for initial or increased service if this is necessary to protect the supply of service to any Customer.

2.4.B. Rejection for Good and Sufficient Reasons. PGW may reject requests for Gas Service for good and sufficient reason in accordance with the policies and regulations of this Tariff and the Commission.

2.4.C. Other Reasons for Rejecting an Application. PGW may also reject an application for Gas Service for any of the following reasons:

2.4.C.1. The Applicant fails to provide personal identification as provided in Section 2.1.B.

2.4.C.2. The Applicant fails to provide documentation required in Section 2.1.B.

2.4.C.3. PGW can demonstrate that the Applicant has tampered with the meter or other utility equipment or used Gas Service without PGW authorization.

2.4.C.4. The Applicant fails to enter into a payment agreement for any outstanding account with PGW which accrued within the past four years for which the Applicant is legally responsible and for which the Applicant was billed properly.

2.4.C.5. The Applicant for Residential Gas Service fails to pay either the initial payment of at least 50% of a properly-required security deposit as provided in Sections 3.1 and 3.2, or the Non-Residential Customer fails to pay 100% of the deposit required by Sections 3.1 and 3.2.

2.4.C.6. The Applicant fails to enter into a payment agreement for an outstanding lien or judgment of record in favor of PGW and against the Applicant.

2.4.D. Rejection of Application and Arrearages. PGW may not require, as a condition of the furnishing of Residential Gas Service only, payment for Residential Gas Service previously furnished under an account in the names of persons other than the Applicant unless a district judge or administrative agency has determined that Applicant is legally obligated to pay for the service previously furnished. This section shall not affect the creditor rights and remedies of PGW otherwise permitted by law. It shall be sufficient to establish the Applicant's responsibility if the Applicant acknowledges responsibility for an Arrearage accrued at the service address in the name of another Resident/Tenant/Occupant.

2.4.E Notification of Rejection. Where PGW rejects an application for Gas Service, PGW shall inform the Applicant in writing of: (1) the specific reason(s) why service is not being provided, (2) any conditions that must be met in order to obtain service, (3) an itemization of the amount for any charges that must be paid in order to obtain service, (4) a description of the process by which the Applicant can Dispute PGW's decision.

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3. Credit and Deposit

3.1. CREDIT AND DEPOSIT STANDARDS.

3.1.A. Conditions Where Applicant does not Need to Provide a Security Deposit. PGW will not require a security deposit for Gas Service if the Applicant satisfies one of the following requirements:

3.1.A.1. The Applicant has been a recipient of utility service of a similar type within a period of 24 consecutive months preceding the date of the application, was primarily responsible for payment for such service, and the service of the Applicant was not terminated for nonpayment during the last 12 months of that prior service. In addition, the average periodic bill for the service must be equal to at least 50% of that estimated for new service and the Applicant can not have an unpaid balance from that prior service.

3.1.A.2. The Applicant supplies satisfactory credit references in writing from his/her former suppliers of utility services.

3.1.A.3. The Applicant provides information demonstrating that he/she is not an unsatisfactory credit risk. The absence of prior credit history does not, of itself, indicate an unsatisfactory risk. PGW may require additional employment and income information from the Applicant including, but not limited to, the name of the employer, place and length of employment, residence during the previous five years, letter of reference, credit cards, and any significant source of income other than from employment.

3.1.A.4. The Applicant owns or has entered into an agreement to purchase real property located in the area served by the utility or is renting his place of residence under a lease of one year or longer in duration, unless the Applicant has an otherwise unsatisfactory credit history as an utility customer within two years prior to the application for service.

3.1.A.5. The Applicant furnishes a written guarantee from a responsible Customer under the terms of Section 3.1.B.

3.1.B. Third-Party Guarantor. PGW shall provide Residential Gas Service when the Applicant furnishes a written guarantee from a responsible Customer which, for the purposes of this section, shall mean a Customer who has or can establish credit, under Section 3.1.A, to secure payment in an amount equal to that required for cash deposits. The guarantee shall be in writing and shall state the terms of the guarantee. The guarantor shall be discharged when the Applicant has met the terms and conditions upon which a cash deposit must be refunded pursuant to Section 3.4.

3.1.C. Notice Regarding Decline of Credit to Applicant. If PGW shall decline credit pursuant to this Section, written notice of the specific reason(s) for such rejection shall be given to the Applicant within three business days commencing the day after the application is made. The notice shall also include:

3.1.C.1. The amount of the required deposit, the method of calculation and the manner in which it can be paid.

3.1.C.2. If the refusal to grant credit is based on information from a credit reporting agency, the name and address of the agency, and a statement that a copy of the credit report can be obtained by the Customer and the information in the report challenged.

3.1.C.3. Any other reason for credit rejection.

3.1.C.4. A description of the process by which an Applicant may initiate a Dispute of the Company's decision.

3.1.D Notice Regarding Delay of Credit Status Determination. If the investigation and determination of credit status is expected to take or in fact takes longer than three business days, commencing from the date after the application is made, PGW shall provide service pending completion of the investigation.

3.2 SECURITY DEPOSITS.

3.2.A. Payment Period for Deposit. If PGW determines that a deposit is required, the deposit must be paid as follows. Residential Gas Service Customers may elect to pay any required deposits in three installments: 50% payable upon the determination by the utility that the deposit is required, 25% payable 30 days after the determination, and 25% payable 60 days after the determination. For Non-Residential Customers, payment of 100% of the security deposit will be required before service will be provided and deposits must be paid within 21 days of the notification of the amount due.

3.2.B. Average or Anticipated Monthly Bill. The average or anticipated monthly bill for purposes of this Section shall be based on the charge for Gas Service during the previous 12 months or such shorter period for which PGW has records, unless the Applicant can demonstrate that his/her expected usage will be substantially different from the prior occupant.

3.2.C. Amount of Security Deposit for New Applicants. If an Applicant does not establish credit pursuant to Regulation 3.1 of this Section, PGW may require a security deposit in an amount equal to two times the average or anticipated monthly bill for Gas Service to the account for which the Customer is seeking service.

3.2.D. Amount and Payment of Deposit for Existing Ratepayers. The amount of the deposit shall not exceed the estimated charges for Gas Service for a period not to exceed two months based on the prior consumption of that Customer.

3.3. SECURITY DEPOSIT FOR CONTINUED OR RENEWED SERVICE.

3.3.A. Deposits for Continued Service. A deposit may be required for continued Gas Service when the Customer has been delinquent in the payment of any two consecutive bills or three or more bills within the preceding 12 months.

3.3.B. Deposits for Renewed Service. A deposit may be required for renewed Gas Service, where service has been terminated for any of the reasons set forth in Section 5.1. A deposit may be required whether or not service has been terminated, when a Customer fails to comply with a material term or condition of a settlement or payment agreement.

3.3.C. Notice to Customer of Intent to Request Security Deposit. Prior to requesting a deposit for continued Gas Service under this Section, PGW shall give the Customer written notice of its intent to request a cash deposit if current and future bills continue to be paid after the due date. The notice shall clearly indicate that a deposit is not required at this time but that if bills continue to be paid after the due date a deposit will be required. This notice, which may be included with the monthly bill, shall set forth the address and phone number where complaints or questions may be registered.

3.3.D. Subsequent Request for Deposit. A subsequent request for deposit shall clearly indicate that a Customer should register any question or complaint prior to the date the deposit is due in order to avoid having Gas Service terminated pending resolution of a Dispute. The request shall also include the address and telephone number where questions or complaints may be registered.

3.3.G. Deposits on Make-up Bills. Except in the case of adjustments to equal monthly billing plans, the Company may issue a notification or subsequent request for a deposit based, in whole or in part, on a delinquent account arising out of a make-up bill. However, if the Customer has complied with payment arrangements or where the make-up bill exceeds the otherwise normal estimated bill by at least 50% and if the Customer makes payment in full after the bill is delinquent but before a notification of intent to request a deposit is given to the Customer, such a notification or request for deposit shall not thereafter be issued based on the make-up bill.

3.3.H. Adjustment of Amount of Deposit. The amount of a cash deposit may be adjusted at the request of the Customer or the Company whenever the character or degree of the usage of the Customer has materially changed or when it is clearly established that the character or degree of service will materially change in the immediate future.

3.4. APPLICATION AND REFUND OF SECURITY DEPOSIT. A cash deposit shall be refunded under the following conditions:

3.4.A. Refund of Cash Deposit Under Termination or Discontinuance of Service. Upon termination or discontinuance of Gas Service, PGW shall promptly apply the deposit of the Customer, including accrued interest, to any outstanding balance for Gas Service and refund the remainder to the Customer. A transfer of service from one location to another within PGW's service area, a transfer from Retail Sales Service to Transportation Service, or a transfer from Transportation Service to Retail Sales Service shall not be considered a discontinuance within the meaning of this Section.

3.4.B. Refund of Cash Deposit Under Prompt Payment of Bills. After the first 12 consecutive months of Gas Service, PGW shall refund any cash deposit, plus accrued interest unless the Customer's service was terminated for non-payment, or for unauthorized usage or tampering with the meter or other utility equipment during those 12 months, or unless, at the time of PGW's review, the account for PGW charges is delinquent or the Customer is in default under a payment agreement or the Customer has paid the bill subsequent to the due date on more than two occasions.

3.4.C. Refund when Credit has been established. When a Customer establishes credit under Section 3.1, PGW shall refund or apply to the Customer's account, any cash deposit plus accrued interest.

3.4.D. Refund involving a Third-Party Guarantor. When a Customer substitutes a third-party guarantor in accordance with Section 3.1.B, PGW shall refund any cash deposit, plus accrued interest, up to the limits of the guarantee.

3.4.E. Periodic Review. If a Customer is not entitled to a refund, PGW shall review the account of the Customer each succeeding billing period and shall make appropriate disposition of the deposit in accordance with the provisions of Section 3.4.

3.4.F. Refund Statement. If a cash deposit is applied or refunded, PGW shall mail or deliver to the Customer a written statement showing the amount of the original deposit plus accrued interest, the application of the deposit to a bill which had previously accrued, the amount of unpaid bills liquidated by the deposit and the remaining balance.

3.5. INTEREST RATE ON SECURITY DEPOSIT.

3.5.A. Interest at the rate of the average of one year Treasury Bills for September, October and November of the previous year is payable on deposits without deductions for taxes thereon unless otherwise required by law.

3.5.B. Interest earned on deposits shall be applied annually to service bills.

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4. Billing and Payment.

4.1. BILLING PRACTICES. Provisions of this Tariff that address a situation in which PGW issues a consolidated bill which includes both PGW and NGS charges shall not apply until PGW begins issuing such consolidated bills.

4.1.A. Billing Period. PGW shall generally render a bill once every month to Customers. A period not less than 26 and not more than 35 days shall be taken as one month for billing purposes with the exception of the initial bill, final bill, or rebilling to correct a billing problem. If the initial meter reading period covers less than 26 days (with the exception of a final bill), the Gas usage may be included in the following month's billing.

4.1.B. Incomplete Month. In the event that the meter reading period for a Customer's final bill shall be less than one month, it shall be taken as one month, for billing purposes.

4.1.C. Inexact Billing Intervals. Whenever billings are prepared for meter readings that do not cover exact one or two-month intervals, charges for Gas shall be calculated on the basis of the actual rate(s) for the period(s) covered by the bill.

4.2. APPLICATION OF PAYMENT.

4.2.A. Acceptable Payment Periods. The due date for payment may be no less than 20 days from the date of transmittal, that is, the date of mailing or physical delivery of the bill by the Company to the Customer. If the last day for payment falls on a Saturday, Sunday, a bank holiday or other day when the offices of the Company which regularly receive payments are not open to the general public, the due date shall be extended to the next business day. Payment to a PGW Customer Service Center or an authorized payment agent shall be deemed to have been made upon actual receipt of payment by the Customer Service Center or payment agent. Payments sent by mail, on or prior to the finance charge date, as evidenced by the United States Postal Service date stamp on the envelope in which they are received, shall be accepted as a tender of payment within such payment period. The Company may not impose a Late Payment Charge unless payment is received more than five days after the due date.

4.2.B. Partial Payments. Payments received by the Company without written instructions that they be applied to merchandise, appliances, special services, meter testing fees or other Non-basic Utility Service charges and which are insufficient to pay the balance due for the items plus amounts billed for Basic Utility Service shall first be applied to the Basic Utility Service portion of the charges.

4.2.C. Application for Partial Payments. When a Customer remits a partial payment, the payment shall be applied as follows:

- 4.2.C.1. Outstanding pre-September 1, 2003 balance due, or the installment amount of a payment agreement on this balance;
- 4.2.C.2. Any balance due on prior PGW Charges, or the installment amount for a payment agreement.
- 4.2.C.3. Any balance due on current PGW Charges.
- 4.2.C.4. Balance due for prior Supplier charges;
- 4.2.C.5. Current Supplier charges;
- 4.2.C.6. Non-basic Utility Service charges; and
- 4.2.C.7. Hardship Energy Fund Contributions.

4.3. FINANCE CHARGE ON LATE PAYMENTS. PGW will assess a late penalty for any overdue bill, in an amount which does not exceed 1.5% interest per month on the full unpaid and overdue balance of the bill. These charges are to be calculated on the overdue portions of PGW Charges only. The interest rate, when annualized, may not exceed 18% simple interest per annum. Late Payment Charges will not be imposed on Disputed estimated bills, unless the estimated bill was required because utility personnel were unable to access the affected premises to obtain an Actual Meter Reading.

4.4. RETURNED CHECKS. Checks returned because the Customer did not have an account with the bank at the time the check was written or the bank refused payment on the check because of insufficient funds or a stop order shall not be deemed as having made a payment on the account. If a Customer who tenders a bad check does not cure that bad check within three business days of being notified by PGW, he/she will be required to make future payments by money order, bank check, credit card, or cash for a period of one year. A charge of \$20 will be assessed to the Customer's account by PGW when a check rendered in payment of a Customer's bill for PGW Charges is returned to PGW.

4.5. PAYMENT AGREEMENTS-MAKE-UP BILLS. PGW will negotiate payment agreements with Customers on the portion of the past due amount attributable to PGW Charges, but will not negotiate payment arrangements on behalf of an NGS.

4.5.A. Payment Agreements. If a Residential Customer receives a "make-up" bill for previously unbilled service, the Customer may enter into an affordable payment agreement which shall extend at least as long as the period during which the excess billing accrued or so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%. No finance charges shall be imposed so long as the Customer complies with the terms of the payment agreement.

4.5.B. Budget Billings. PGW shall offer a budget-billing plan to Residential Customers averaging the cost of Gas Service over a 12-month period. The Company shall review accounts at least three times during the billing period and make adjustments, if necessary, to keep monthly payments in line with actual and/or projected charges.

4.6. STATEMENT OF ACCOUNT. Residential and small business Customers are entitled to receive a statement of account of PGW Charges annually upon request. Any additional requests, and requests by all other classes of Customers, shall be assessed a \$10 service charge, except in those instances where such requests are part of a bill Inquiry, further Review, Dispute, or Appeal pursuant to Section 7 of this Tariff.

4.7. BILLING ERRORS WITH NATURAL GAS SUPPLIER. Any Disputes pertaining to NGS bills or NGS charges on a PGW bill related to firm Natural Gas Supply Service pursuant to PGW's Supplier Tariff must be corrected with the NGS, pursuant to Section 12.10.C of the Company's Supplier Tariff.

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5. Termination and/or Discontinuance of Gas Service.

5.1. GAS SERVICE TERMINATION. Provisions of this Tariff that address a situation in which PGW issues a consolidated bill which includes both PGW and Supplier charges shall not apply until PGW begins issuing such consolidated bills. Gas Service to any dwelling or account may be terminated by PGW after written notification to the Customer of record for one or more of the following reasons:

5.1.A. Undisputed Amounts. Nonpayment of an outstanding amount for PGW Charges in a delinquent account which is not subject to a Dispute.

5.1.B. Credit Requirements. Failure to post a deposit, provide a guarantee, or establish credit.

5.1.C. Prior Agreements. Failure to comply with the material terms of a settlement or payment agreement.

5.1.D. Unauthorized Use. Unauthorized use of the utility service delivered on or about the affected dwelling.

5.1.E. Fraud. Fraud, or material, misrepresentation of identity, or a misstatement as to the intended use of Gas, for the purpose of obtaining utility service.

5.1.F. Access. Unreasonable refusal to permit access to meters, service connections, and other property of PGW for the purpose of inspection, maintenance, repair, AMR installations or meter readings.

5.2. NON-TERMINATION PERIODS. Except in safety-related emergencies, and as stated in Section 6, service shall not be terminated during the following periods:

5.2.A. Weekends. On Friday, Saturday or Sunday.

5.2.B. Bank Holidays. On a bank holiday or on the day preceding a bank holiday.

5.2.C. PGW Holidays. On a holiday observed by PGW or on the day preceding such holiday according to its collective bargaining agreement. A holiday observed by PGW shall mean any day on which the Customer Service Centers of PGW are closed for any reason.

5.2.D. PUC Holidays. On a holiday observed by the Commission or on the day preceding such holiday.

5.3. TERMINATION PROCEDURES – RESIDENTIAL AND LANDLORD CUSTOMERS.

5.3.A. Notice of Termination to Residential Customers. 10 days prior to terminating Gas Service to a Residential Customer for one or more of the reasons stated in Section 5.1, PGW shall mail or deliver to the Customer an initial termination notice. This notice shall contain:

5.3.A.1. A proposed date of termination no less than 10 days from the date of the initial termination notice.

5.3.A.2. A clear and concise statement of the reason for the proposed termination with a citation to the specific subsection of Section 5.1 that authorizes the termination.

5.3.A.3. A statement of the amounts past due, if any.

5.3.A.4. The reconnection charge(s) that must be paid prior to restoration of service.

5.3.A.5. Notification to the Customer that termination proceedings which could lead to shut off have begun and will continue if the Customer has failed to:

5.3.A.5.a. Pay the delinquent bill in full, or

5.3.A.5.b. Arrange a satisfactory written payment agreement, such agreement to be confirmed in writing, or

5.3.A.5.c. Otherwise eliminate the grounds for the proposed termination, or

5.3.A.5.d. Initiate a Dispute with PGW.

5.3.A.6. PGW will provide a brief statement of the procedure to be followed if the Customer Disputes the bill or any other reason for the termination.

5.3.A.7. PGW will provide an explanation of the procedure to be followed by the Residential Customer in the event a medical emergency or condition exists which may be aggravated by the termination of service. (See Section 5.6 Medical Emergency Procedures).

5.3.A.8. PGW will provide the phone number to call for further information and/or explanation of the Customer's rights.

5.3.A.9. PGW will provide a clear and concise statement that Tenants are entitled to certain statutory protection which could result in the suspension of termination proceedings and that they should contact PGW at a designated number for an explanation of their rights and under the Utility Services Tenants' Rights Act.

5.3.B. Attempt to Avoid Shut Off of a Residential Account Through Personal Contact. At least seventy-two (72) hours prior to the scheduled date of termination, PGW will attempt to make personal contact with the Residential Customer. For purposes of this section, "personal contact" shall mean:

5.3.B.1. Contacting the Residential Customer or responsible adult occupant in person or by telephone.

5.3.B.2. Contacting another person, in accordance with Section 5.3.E, whom the Residential Customer has designated to receive a copy of a notice of termination, other than a member or employee of the Commission.

5.3.B.3. If the ratepayer has not made the designation noted in Section 5.3.E., contacting a community interest group or other entity, including a local police department that has previously agreed to receive a copy of the notice of termination and to attempt to contact the ratepayer.

5.3.B.4. If the ratepayer has not made the designation noted in Section 5.3.E. and if there is no community interest group or other entity that has previously agreed to receive a copy of the notice of termination, contacting the Commission in writing.

5.3.C. Personal Contact Immediately Prior to Termination. After PGW has complied with Section 5.3.B, a PGW employee, who may be the utility employee designated to perform the termination, shall attempt to make personal contact with the Residential Customer or responsible person at the service address immediately preceding the termination of service. PGW shall provide information on how shut off can be avoided by explaining any payment agreement available to the Customer and advising that entering such an agreement will suspend the termination process. Payment in any reasonable manner includes cash, credit card, via phone, or payment by personal check unless the ratepayer within the past year has tendered a "bad check" as defined by Section 4.4.

5.3.C.1. In the event that the Residential Customer fails to enter into a payment agreement and PGW is satisfied that no grounds exist to suspend the termination process, service shall be terminated pursuant to Section 5.1. In addition, a notice or a written statement containing the address and telephone number of the PGW office where the ratepayer or occupant may arrange to have service restored and a medical emergency notice, shall be conspicuously posted or delivered to a responsible person at the residence of the Residential Customer and at the affected premises.

5.3.C.2. If evidence is presented which indicates that payment has been made, a serious illness or medical condition exists, a Dispute or Informal Complaint is properly pending, or if the employee is authorized to receive payment and payment in full is tendered in any reasonable manner, then termination shall not occur. However, if the disputing party does not pay all undisputed portions of the bill, termination may occur.

5.3.D. No Prior Contact. If a prior contact has not been made pursuant to Section 5.3.C., or at the affected dwelling, PGW will not terminate service and shall conspicuously post a termination notice at the residence of the Residential Customer and the affected dwelling, advising that service will be disconnected not less than 48 hours from the time and date of posting.

5.3.E. Third Party Designation. The Company will permit its Residential Customers to designate a consenting individual or agency which is to be sent, by the Company, a duplicate copy of reminder notices, past due notices, delinquent account notices or termination notices. When contact with a third party is made, PGW will advise the third party of the pending action and the efforts that shall be taken to avoid termination.

5.3.F. TERMINATION PROCEDURES AND NOTICES TO TENANTS. Subject to Section 2.1, where the mailing or billing address or apartment designation of a Customer with Residential Gas Service is different from the service address or apartment designation, PGW shall assume that such Customer is a

Landlord-Customer and that the residents at the service address or apartment designation are Tenants unless PGW has actual knowledge to the contrary.

5.3.F.1. Before terminating Gas Service to a Residential dwelling in which the Customer billed is a Landlord-Customer, but the Gas has been or is being delivered to and used by a Tenant, PGW shall make reasonable efforts to seek collection from the Landlord.

5.3.F.2. Prior to termination of any Tenant-occupied property with Residential Gas Service, PGW will comply with the provisions of the Pa. Utility Services Tenants Rights Act.

5.3.F.3. This notice shall inform the Tenant-occupants with Residential Gas Service of the following:

5.3.F.3.a. That there exists an outstanding bill for the property and that collection activity is being pursued against the Landlord-Customer.

5.3.F.3.b. That the initial payment by Tenants on the delinquent balance shall not exceed one month's rental. Thereafter, all current bills shall be paid in full.

5.3.F.3.c. The phone number to call for further information and/or an explanation of the procedure to be followed for continued service.

5.3.F.3.d. The locations and business hours of PGW's Customer Service Center

5.3.F.3.e. The telephone number of the Philadelphia Department of Licenses and Inspections.

5.4. LIMITED RESIDENTIAL TERMINATION DURING WINTER PERIOD. Notwithstanding another provision of this Tariff, during the period of December 1 through March 31, and except as permitted below, PGW may not be permitted to terminate heat related Gas Service to Residential Customers, except for terminations based on occurrences harmful to person or property.

5.4.A. Occupied Premises. PGW shall comply with this Tariff's requirements regarding Termination Procedures if the premises are occupied.

5.4.B. Commission Request. If at the conclusion of the notification process a reasonable agreement cannot be reached between PGW and the Residential Customer, the Company shall register with the Commission, in writing, a request for permission to terminate Gas Service, accompanied by a utility report as defined in 52 Pa Code § 56.152 (relating to contents of the company utility report).

5.5. MEDICAL EMERGENCY PROCEDURES. PGW will not terminate or refuse to restore Gas Service to a Residential property when a physician certifies that an occupant is affected by a medical condition that will be aggravated by a cessation of service or failure to restore service. This section does not apply to a new application for service or a request to transfer service to another location. If, prior to termination of service, a PGW employee is informed that an occupant is seriously ill or is affected with a medical condition which will be aggravated by the cessation of service and that a medical certification will be procured, termination may not occur for three days. Termination will occur if no certification is produced within that three day period.

5.5.A. Initial Certification. The initial certification may be written or oral. If the initial certification is oral, the physician will be required to provide written confirmation of the medical condition within seven days. If no such written certification is received, the Company may resume termination proceedings.

5.5.B. Contents of Certification. Written certifications must be on a physician's professional letterhead and both written and oral certifications must include all of the following information:

5.5.B.1. Name and address of the Residential Customer in whose name the account is registered;

5.5.B.2. The name and address of the afflicted person and the relationship to the Residential Customer;

5.5.B.3. The nature and anticipated length of the affliction;

5.5.B.4. The specific reason for which the service is required and the length of time during which the absence of Gas Service will aggravate the medical condition; and

5.5.B.5. The name, office address, telephone number, and license number of the physician.

5.5.C. Incomplete Certifications. If PGW receives an incomplete medical certification, PGW will notify the Residential Customer who will then have three days with which to provide the company with a completed certification. If after the three days the medical certification remains incomplete, the Company may resume termination proceedings. Service will not be restored based on the receipt of an incomplete certification. However, PGW shall not resume termination proceedings or otherwise delay restoration of service unless the nature of the incomplete certification is material. If the medical certification is incomplete in respect to stating the anticipated length of the medical condition, PGW shall allow the Customer 30 days to obtain this information from the person who completed the certification.

5.5.D. Preliminary Investigation. Prior to the restoration of Gas Service or cessation of termination proceedings, PGW may conduct a preliminary investigation into the validity of the initial certification. If after this initial Inquiry, it is determined that the certification is invalid or fraudulent, PGW will challenge a medical certification by means of a petition to the Commission.

5.5.E. Length of Postponement and Renewals. PGW will not terminate Gas Service for the time specified in the medical certification, however, such time period may not exceed 30 days. If no time period is specified in the certification, 30 days will be deemed to have been requested. The Customer may extend this initial 30-day postponement of termination by having his/her physician submit another medical certification requesting an additional 30-day extension in the same manner as permitted by Chapter 56 for original certifications. Such extension shall be granted unless the Customer has failed to meet his/her obligation to make payment arrangements on his/her bills or the Commission has granted PGW's petition for waiver of the medical certification procedure. If the Customer has not met his/her obligation to make equitable payments on all bills, PGW is not obligated to extend the renewals beyond two 30-day extensions. When the initial and renewal certifications have expired, the original ground for termination shall be revived and PGW may terminate without additional written notice, if notice had previously been delivered according to Section 5.3. PGW will be required to comply with personal contact provisions according to Section 5.3.

5.5.F. Petitions to the Commission. PGW may petition the Commission for waiver from the medical certification procedures:

5.5.F.1. To request an investigation and hearing when Gas Service had been restored or termination stopped based on a certification that initially appeared to be valid, but upon further investigation was determined to be fraudulent, or

5.5.F.2. To request permission to terminate Gas Service prior to the expiration of the certification or to contest the renewal of the certification when the ratepayer failed to arrange to make equitable payments on bills.

5.5.G. Restoration of Service. When Gas Service is required to be restored under this section, PGW will make a diligent effort to have service restored on the day of receipt of the medical certification. In any case, service shall be restored before the end of the next working day.

5.6 TERMINATION OF GAS SERVICE – NON-RESIDENTIAL CUSTOMERS. Seven days prior to terminating Non-Residential Gas Service for one or more of the reasons identified in Section 5.1, PGW shall mail or deliver a termination notice to the Non-Residential Customer. PGW may terminate service to the Non-Residential Customer at any time after the seven days referenced in the termination notice has expired unless the grounds for termination have been eliminated or no longer exist.

5.7 UNAUTHORIZED CONNECTION OF APPLIANCES TO CUSTOMER'S METER. When PGW determines that high Gas bills may be caused by Foreign Load, PGW shall fully and promptly investigate such high bills, and shall, upon verifying such unauthorized connection(s), notify the building owner and place the utility account for that dwelling unit in the building owner's name consistent with 66 Pa C.S. §1529.1 and applicable policies of the Commission.

5.8 DISCONTINUANCE BY CUSTOMER - GENERALLY.

5.8.A. Notice of discontinuance. Except where the provisions of the Utility Service Tenants Rights Act apply, the Customer is required to give the Company at least seven days notice to discontinue the supply of Gas specifying the date on which it is desired that service be discontinued. In the absence of notice, the Customer shall be responsible for services rendered.

5.8.B. Final Meter Read. In the event that the Company's authorized agent is not able to gain access to the premises during the seven-day notice interval, the Customer's liability for Gas that may pass through the meter shall continue in force until such time as a final meter reading can be obtained by an authorized agent of the Company.

5.8.C. Ceased Utilization of Service. Upon the Customer's verifiable documentation of the date he/she ceased utilizing the Gas Service at the premises, the Customer shall be relieved of liability therefore after such date with a prorated bill to be issued upon the final meter reading if:

5.8.C.1. The Company's inability to gain access is due to the Company's failure to respond to the Customer's timely request for discontinuance, or if

5.8.C.2. The Customer was unable to provide the Company with access to the premises because of the property owner's refusal to allow such access.

5.9. TEMPORARY DISCONTINUANCE OF GAS SERVICE BY THE CUSTOMER'S REQUEST.

5.9.A. Temporary Discontinuance. Except where the provisions of the Utility Service Tenants' Rights Act apply, a Customer may have his/her Gas Service temporarily discontinued by giving PGW advance notice of at least 10 days.

5.9.B. Temporary Service Payments. For a period of discontinuance of less than 12 months, PGW will provide a Customer a temporary discontinuance of Gas Service upon request. PGW will require a payment of an amount equal to the Company's service charge for one hour, plus payment of customer charges for each month the service has been discontinued, in order to restore disconnected service.

5.10. CUSTOMER REQUEST FOR TEMPORARY HEAT.

5.10.A. Construction or Remodeling. PGW will provide temporary heat, upon request for the completion of construction or remodeling as long as there is service present and all fuel lines have been installed and tested.

5.10.B. Charge. Customers will be assessed an amount equal to the Customer Service Call Charge for $\frac{7}{10}$ hours.

5.5.11 Post-Termination Notice. PGW will issue a post-termination notice to affected Customers under the circumstances and with the disclosures required by Section 56.96 of Chapter 56.

5.12. RESIDENTIAL SERVICE RESTORATION.

5.12.A. Restoration. Except as limited by subsections 5.11.B. and 5.11.C., Gas Service will be restored to Residential Customers by the end of the next full working day upon:

5.12.A.1. Payment of the entire outstanding balance as stated on the termination notice, or

5.12.A.2. Entry into a payment agreement as provided in this Tariff (including enrollment in the Customer Responsibility Program), or

5.12.A.3. Otherwise removing the reason for termination.

5.12.B. Restoration Attempts. If restoration has been attempted under subsection 5.11.A. but has not been completed or cannot be scheduled within the time frame set forth in subsection 5.11.A. because the Customer is not home, because excavation or repairs are required, or because of any other conditions beyond PGW's control, PGW shall restore service as soon as it is operationally possible.

5.12.C. Restoration Days. For purposes of this Section, service restoration will be done Monday through Sunday.

5.13 RESTORATION CHARGE.

5.13.A. Tariff Violations. If a Customer's meter is removed or Gas Service is otherwise terminated because of any violation of the Company's Tariff, the restoration of service will be subject to Section 5.11 as well as payment, in advance, of a restoration charge, equal to the Customer Service Call Charge for $\frac{7}{10}$ of an hour, plus any excavation charges as provided for in 5.12.C. If during the restoration, it becomes necessary to remove the service pipe or connection to discontinue service, the service will be restored only when advanced payment of the costs of discontinuance and restoration are received by the Company.

5.13.B. Non-Residential Customers. Restoration charges on a Non-Residential Gas account must be paid in full prior to PGW's restoration of the service. Non-Residential Customers must pay all charges associated with non-payment terminations and restoration. Such charges will be calculated and assessed on an individual basis.

5.13.C. Excavation. Where excavation is necessary to terminate or restore service, PGW will charge the Customer based on the actual cost required to complete the work plus any additional applicable charges set forth in this Tariff.

5.14. RESIDENTIAL FIELD CHARGE. When PGW makes a field visit at the service address, pursuant to the Company's rules regarding Termination of Service (Section 5.3), PGW will assess a field charge of \$10.

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6. Termination of Service for Safety Reasons and Curtailment of Service/Service Continuity.

6.1. TERMINATION WITHOUT NOTIFICATION FOR SAFETY-RELATED REASONS. Gas Service to any dwelling or account may be terminated by PGW without prior notice upon PGW's knowledge or reasonable belief that termination is necessary for safety-related reasons. Such reasons shall include, but not be limited to, the following:

6.1.A. Hazardous Conditions. A Gas leak on the Customer's premises, or other condition which the Company finds potentially hazardous, in which event Gas Service shall not be restored until the necessary repairs and alterations have been made.

6.1.B. Unauthorized Use. Unauthorized interference with, or diversion, or use of the Gas service delivered on or about the affected dwelling or account.

6.1.C. Unauthorized Equipment. Installation of equipment unauthorized or prohibited by the Company.

6.1.D. Equipment Tampering. Tampering with meters or other utility equipment or violations of any tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the energy delivery system to the utility.

6.1.E. Safety Concerns. An occurrence which may endanger the safety of any person, or property, or may prove harmful to the energy delivery system of the Company.

6.2. COMPANY'S RIGHT TO DISCONTINUE, INTERRUPT, CURTAIL OR DENY GAS SERVICE. The Company, in the event of an emergency, a shortage or insufficient supply of Gas, or any other contingency which threatens its ability to continue or meet the total demand of its Customers or prospective Customers, or where necessary to effect repairs or maintenance, shall have the right to terminate, interrupt, curtail or deny Gas Service, or alternatively establish priorities in furnishing Gas.

6.3. PRIORITY OF CURTAILMENT. Priorities will be dictated by giving primary consideration to human necessity and the public welfare, beyond which it will be the Company's policy to give priority to firm Customers, classified as to type of service in accordance with the Company's policy to give priority to firm Customers, classified as to type of service in accordance with the Company's rate schedules and by the Customer classifications of Residential, Commercial, and Industrial. The Company will endeavor to apportion its available supply of Gas among the demands of firm Customers within a particular classification in the most reasonable and practicable manner possible, but reserves the right to terminate, interrupt, curtail, deny service, reestablish, continue, or discontinue service irrespective of such classifications if, in the Company's judgment, the interest of Gas users generally so requires.

6.4. COMPANY'S LIABILITY. The Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of Gas Service; however, in the event of refusal, curtailment, or discontinuance of service, the Company shall not incur any liability for loss, damages, or expense which any Customer may sustain by reason of such refusal, curtailment or discontinuance of service. Should the supply of service be interrupted, or fail, by reason of accident, strike, legal process, state or municipal interference, or any cause whatsoever, beyond its control, the Company also shall not be liable for loss, expenses, or damages resulting from such interruption or failure.

6.5. NOTICE OF CURTAILMENT.

6.5.A. Prior Notice. Where the Company knows in advance of the circumstances requiring the Gas Service interruption, prior notice of the cause and expected duration of the interruption shall be given to Customers and occupants who may be affected.

6.5.B. Unforeseen Circumstances. Where the Company interrupts Gas Service due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible to Customers and occupants who may be affected.

6.5.C. Type of Contact. Where Customers and occupants are to be notified under this section, the Company shall take reasonable steps -- such as personal contact, phone contact, and use of the mass media -- to notify affected Customers and occupants of the cause and expected duration of the interruption.

6.5.D. Public Health and Safety. Gas service may be interrupted for only the periods of time as are necessary to protect the health and safety of the public, to protect property or to remedy the situation which necessitated the interruption. Service shall be resumed as soon as possible thereafter.

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7. Inquiry, Review, Dispute, and Appeals Process

7.1. INQUIRIES OR DISPUTES – GENERALLY.

7.1.A. Scope. This section sets forth the express provisions and requirements that PGW shall follow for providing Gas Service to its Residential Customers, Applicants or occupants, including the treatment of Residential Inquiries and Disputes as set forth below.

7.2. PROCESSING CUSTOMER INQUIRIES AND DISPUTES – GENERALLY.

7.2.A. Contacting PGW. PGW Customers, Applicants or occupants with any type of Inquiry, including a problem relating to the receipt of a notice of impending Gas Service termination, may contact PGW through the following means:

7.2.A.1. Telephone contact with the Customer Service Center,

7.2.A.2. Walk-ins to any Customer Service Center, or

7.2.A.3. Written contact with PGW.

7.2.B. Response to Customer Inquiries. PGW personnel will attempt to respond to all Inquiries during the Customer's initial contact with PGW. For Inquiries that require further follow-up by PGW, the Company will complete and conclude the follow-up within three business days. If a follow up is necessary, termination of Gas Service for the subject matter in question shall be prohibited until a follow up response, and, when applicable, a subsequent Dispute resolution is completed.

7.2.C. Inquiries That Become Disputes. If at the conclusion of an Inquiry the Customer, Applicant or occupant does not indicate satisfaction, the Inquiry shall be considered a Dispute and will be subject to further investigation. Any resulting Customer Dispute will be processed by PGW and will not require the Customer, Applicant or occupant to call a second time or write to PGW to register the Dispute.

7.2.D. PGW Response to Customer Disputes. PGW shall provide each disputing Customer, Applicant or occupant an oral report regarding the results of PGW's investigation. Written reports will be available upon Customer request. PGW shall provide the means for and, at the conclusion of PGW's processing of a Dispute, shall advise all Customers, Applicants or occupants with unresolved Disputes that:

7.2.D.1. They may file an Appeal/Informal Complaint with BCS, either by telephone or in writing within 10 days; and

7.2.D.2. The contact information for BCS (toll free telephone number and address).

7.2.E. Informal Complaints. Informal Complaints must be filed with the BCS within 10 days of notification of PGW's response to the Dispute and not thereafter except for failure to receive notice or other good cause. Absent good cause, Informal Complaints may only be submitted after the Customer, Applicant or occupant first attempted to resolve the matter with the Company.

7.2.F. Records. PGW will preserve written Disputes or Complaints for a minimum of four years. All such records shall be at PGW's offices.

7.2.G. Requests For Payment Agreements And Termination Notices. If a Customer or occupant contacts PGW because the Customer received a termination notice, PGW shall attempt to reach an agreement on a payment arrangement with the Customer or occupant. In instances in which a Residential Customer or occupant and PGW or its authorized agent are unsuccessful in reaching an acceptable payment

arrangement, PGW may initiate (or resume) the process for terminating Gas Service. PGW's termination notice will identify the BCS' telephone number and advise the Customer or occupant that he/she may file an Informal Complaint with the BCS. To be timely filed, a termination Dispute and Informal Complaint must be submitted prior to the day on which PGW arrives to terminate service. Failure to timely file a notice of intention to Appeal, except for good cause, shall constitute a waiver of applicable rights to retain service without curing the reason for termination.

7.3. APPEAL OF PGW DECISION TO BCS. When a PGW Residential Customer, Applicant or occupant files an Appeal/Informal Complaint with BCS, PGW shall provide a Company report to BCS within 30 days of notice from the day the company received the Complaint deadline applicable to responding to Informal Complaints received by the BCS.

7.4. OBLIGATIONS PENDING FINAL DECISION.

7.4.A. Payment of Undisputed Amounts. While a Customer, Applicant or occupant's account is the subject of a Dispute, an Informal Complaint or a Formal Complaint, a Customer, Applicant or occupant shall remain obligated to pay all charges which are not subject to the pending claim or Dispute. Failure to pay or to arrange to pay such charges shall be grounds for PGW to institute service termination proceedings notwithstanding any other provision of this Section.

7.4.B. Termination Stayed. Whenever there is a pending Customer Dispute, or Informal/Formal Complaint, termination proceedings shall be stayed with respect to the amount in dispute.

7.5. INTEREST.

7.5.A. An amount which has been validly due but not paid, shall be required to be paid with interest at no greater than 1.5% per month, except where interest charges have been reduced or eliminated by the parties or the Commission in order to facilitate payment by the disputing party.

7.5.B. An amount ultimately determined to have been overpaid by the disputing party shall be reimbursed with interest at no greater than 1.5% per month, except where interest charges have been reduced or eliminated by the parties or the Commission in order to facilitate payment by the disputing party.

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8. Customer's Responsibility for Company's Property.

8.1. PROTECTION BY CUSTOMER. The Customer shall be responsible for the protection of the Company's property on his/her premises, and shall not permit any unauthorized person to disturb or tamper with such property. In the event of damage, destruction or loss of the Company's property, the Customer may be required to pay the costs of repairs and/or replacement.

8.2. COMPANY HAS SOLE RIGHT OF ACCESS. The Customer shall not allow anyone, except employees of the Company presenting proper credentials, to turn on the Gas supply at any premises, to do any work on any meter, service supply pipe or other equipment of the Company located on the Customer's premises.

8.3. TAMPERING. In the event of the Company's meters or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.

8.3.A. Removal of Property. The Company reserves the right to remove any of its property which has been damaged or which, in its judgment, appears to be in reasonable prospect of being damaged or where there is evidence that such property has been tampered with, or there has been unauthorized interference with or diversion, or use, of the utility service.

8.3.B. Replacement of Property. The Company shall be under no obligation to replace any property until the damage has been paid for, the value of the Gas used has been paid for, and satisfactory assurance has been given that no damage or unauthorized interference or diversion or use will be caused in the future.

8.3.C. Restoration of Gas Service. At the time of termination, the Company shall inform the occupant of a PGW telephone number and address where he/she may discuss the termination and/or requirements of restoration of service.

8.3.D. Service. The Company shall not refuse to provide Gas Service to an Applicant who is not responsible for the damage or for the unauthorized use of Gas.

8.4. ACCESS TO PREMISES.

8.4.A. Agents of the Company. PGW, or its authorized agents, shall have access to the premises of the Customer at all reasonable times for the purpose of reading meters, disconnecting service, installing, testing, inspecting, repairing, removing, or changing any or all equipment belonging to the Company; and taking whatever remedial action the Company may deem appropriate to avoid or abate hazardous conditions or unauthorized usage; and under emergency conditions to gain entry to the premises by forcible means.

8.4.B. Proper Identification. All employees of the Company who are authorized to enter upon the Customer's premises shall display appropriate PGW identification on their person.

8.4.C. Prosecution. Instances of tampering or unauthorized interference with or diversion or theft of Gas or other Company property may be subject to prosecution.

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9. Conditions of Service, Point of Delivery, and Application of Rates

9.1. TYPE OF SERVICE. The gas delivered will be Natural Gas with a heating value and other characteristics as provided for in the Tariffs covering the Company's purchases of Natural Gas from its suppliers. The Company may, however, where and when it deems necessary, supplement and/or substitute the Natural Gas with some other compatible gas. Such gas shall have a heating value and other characteristics satisfactory for the proper operation of gas-burning appliances that have been approved for Customer's use, except for certain special Industrial or Commercial gas applications where little or no leeway in gas characteristics may be tolerated. It is the Company's policy to notify Customers who request such notice of any change in the burning characteristics of the gas to be supplied, but failure by the Company to give such notification shall not subject the Company to liability for any damages resulting from a change in the characteristics of the gas furnished. The supply pressures will be in accordance with Section 11.

9.2. INFORMATION FROM APPLICANT. Anyone desiring to equip his/her premises for the use of Gas should communicate with the Company directly, or through his/her contractor, preferably in writing, giving the exact location of the premises and the quantity and type of all gas-consuming devices which are to be installed. Where the conditions of the use of any of the gas-consuming devices would not be readily apparent to the Company, a description of such use, as it affects the delivery of gas to it, should be included.

9.3. POINT OF DELIVERY. Upon request, subsequent to compliance with Section 9.1, the Company will designate a point at which the Applicant shall terminate his/her piping for connection to the meter, but such information does not constitute an agreement or obligation on the part of the Company to furnish Gas Service.

9.4. DIVISION OF RESPONSIBILITY. As used herein, the term "Gas Delivery Facilities" includes all equipment, piping, meters, regulators, connections, or other equipment required to deliver gas to the Company designated point of delivery. Such equipment will be provided, installed, owned and maintained by Company, subject to such contributions to cost by Customer as set forth in this Tariff. All piping, fixtures and appliances on the Customer's side of such delivery point must be installed and maintained by and at the expense of the Customer or Owner of the property, unless in the Company's judgment the Customers generally would benefit from some other arrangement.

9.5. LOCATION OF METER AND ACCESSIBILITY OF COMPANY OWNED GAS DELIVERY FACILITIES. The meter(s) or other equipment of the Company which may be necessary for the fulfillment of contracts for Gas should normally be installed at an outside, above ground meter location when suitable protection from outside forces, availability of space and other conditions permit. A meter cover or housing is required if, in PGW's judgment, conditions require physical protection for the meter installation. Where, in PGW's judgment, it is physically and economically unfeasible to do so, PGW may choose to install the meter inside a building in a dry, well-ventilated location not subject to excessive heat and not less than three feet from any source of ignition and/or otherwise suitable place and shall be conveniently accessible; the Gas Service entrance shall also be accessible to PGW. The meter shall also be as near as possible to the point where the service supply pipe enters the Customer's premises: except when, in PGW's judgment, this is not practical or desirable.

9.6. NON-STANDARD GAS DELIVERY FACILITIES. The Customer will ordinarily be required to pay the cost of any special installations when, in the judgment of the Company, his/her requirements for Gas delivery facilities cause a departure from the Company's usual installation regulations.

9.7. RELOCATION OF GAS DELIVERY FACILITIES.

9.7.A. Customer Charge. A charge will ordinarily be made to cover the cost of relocating the Gas delivery facilities for a Customer who alters or plans to alter his/her building, who constructs a new building over the Gas Service pipe location on his/her building, or who makes any other alterations to his/her property requiring the relocation of the Gas delivery facilities. Relocation of the Gas delivery facilities shall be required when, in the judgment of the Company, the changes to the Customer's property cause a need for such relocation. Any charges assessed by the Company shall be equal to the Company's cost incurred as a result of the relocation. The Customer must give the Company reasonable advance notice of any plans for such construction or alterations. The Company may require payment in advance for its costs in association herewith.

9.7.B. Company Relocation of Meter. Where, in the judgment of the Company, it is physically and economically feasible, the alteration or relocation of any Residential Gas meter will be allowed at an outside, above ground meter location when suitable protection from outside forces, availability of space and other conditions permit, also allowing the meter to be read from outside the Residential structure.

9.7.C. Customer Relocation of Meter. PGW will relocate a Customer's Gas meter, upon Customer request, to a mutually agreed upon location which meets all applicable codes and regulations. Customers will be assessed an amount equal to the Customer Service Call Charge for 1³/₁₀ hours.

9.8. TRANSFER OF GAS ALLOCATION. Where the Company has authorized the transfer of Customer's Gas allocation from one location to another, a charge will ordinarily be made to cover any costs associated with such transfer. Payment of this charge may be required in advance.

9.9. REFUSAL TO SERVE APPLICANTS OR CUSTOMERS. PGW may initially decline to serve an Applicant, if, in PGW's judgment, any of the following conditions are present:

9.9.A. The Applicant has not complied with Commonwealth and Municipal regulations governing Gas Service, appropriate piping installation codes or with the rules and regulations of the Company.

9.9.B. The installation or condition of piping or Gas equipment of the Applicant is hazardous or improperly installed and/or maintained.

9.9.C. The service requested by the Applicant is unreasonable and improper under the circumstances.

9.10. APPLICATION OF RATES.

9.10.A. Single-Point Delivery. The rates included in this Tariff contemplate the delivery of Gas Service under the appropriate rate classification to a single consumer unit at a single premises through one delivery and metering point.

9.10.B. Gas Delivered Under More Than One Rate Classification. Where Gas is delivered through a common service under more than one rate classification, the Customer will arrange his/her piping to separate the usage and the Company will install separate metering facilities, at a location acceptable to the Company, and provide for separate billing.

9.10.C. Gas Delivered at Separate Delivery Points/Combined Billing. Gas delivered at separate delivery points shall be billed for separately; except that when, in the judgment of the Company, Customers generally would benefit. The total amount of Gas delivered under the same rate classification through multiple delivery points for the same premises may be added for billing purposes (such billing to be known as "combined billing"). In those cases where combined billing is permitted, the Customer may be required to pay PGW's cost of providing the Gas delivery facilities to the additional delivery points.

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10. Extensions and Rights-of-Way

10.1. EXTENSIONS OR ENLARGEMENTS FOR PERMANENT CUSTOMERS.

10.1.A. Residential Gas Service - Upon written application, and under normal conditions of construction and installation, the Company will extend its main and service for permanent residential Customers or developers within its service territory provided the requested extension will not adversely affect the availability or deliverability of Gas to existing Customers. The Company will furnish and install at no cost to the Customer or developer, delivery main and service-delivery pipe of an amount up to five times the anticipated annual Delivery Charge, as set forth in this Gas Service Tariff, and the Customer or developer shall pay a customer contribution for any costs in excess of this allowance. Included in the calculation of such costs may be an appropriate allowance for transmission and distribution main extensions required to deliver the Gas supply to local areas where Gas Service is needed. Permanent residential Customers or developers making use of new facilities which required a customer contribution from an original Customer or developer within the previous three years shall be deemed to have made application at the same time as the original contributing Customer or developer and shall pay a pro rata customer contribution for such facilities to be determined by the Company.

10.1.B. Commercial And Industrial Gas Service - For permanent commercial and industrial Customers or developers making application for extensions or enlargements, where the Company in its sole judgment anticipates long-term, continuous usage at projected volumes of Gas: (a) where the combined estimated cost of delivery-main and service-delivery pipe is less than \$10,000, the Company will furnish and install, at no cost to the Customer or developer, service-delivery pipe and delivery-main of an amount up to three times the anticipated annual base rate revenue less the fuel cost component included therein, and the Customer or developer shall pay for any costs in excess of this allowance; or (b) where the combined estimated cost of delivery-main and service-delivery pipe installation is \$10,000 or more, the Customer or developer shall pay a customer contribution for the amount of the estimated cost in excess of the investment determined by the Company to be warranted by the anticipated revenue to be derived from the extension. Included in the calculation of the above cost may be an appropriate allowance for transmission and distribution main extensions required to furnish the Gas supply to local areas where Gas Service is needed. Permanent commercial and industrial Customers or developers making use of new facilities which required a customer contribution from an original Customer or developer within the previous three years shall be deemed to have made application at the same time as the original contributing Customer or developer and shall pay a pro rata customer contribution for such facilities to be determined by the Company.

10.2. EXTENSIONS OR ENLARGEMENTS FOR TEMPORARY CUSTOMERS. For Customers other than those deemed by the Company to be permanent Customers, Gas delivery facilities shall be installed and removed at the expense of the Customer.

10.3. DELAYS REGARDING RIGHTS-OF-WAY. Applications for service relying on an extension to be constructed where a right-of-way is not owned by the Company will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

10.4. PROCUREMENT BY CUSTOMER. Customers applying for the construction of an extension may be required to secure to, and for, the Company, all necessary and convenient rights-of-way and to pay the costs incident thereto.

10.5. TERMS AND RENTALS. When the premises of a Customer is so located that the Customer can be served only by facilities extending over the property of another, the Customer shall accept service for such term as is provided in the permit or agreement covering the location and the maintenance of service

equipment, and the Customer shall reimburse Company for any and all special or rental charges that may be made for such rights by said permit or agreement.

10.6. EXTENSION OR ENLARGEMENT REFUNDS. A pro-rata portion of a Customer or developer's contributions made pursuant to Section 10.1, above, may be refunded by the Company without interest if, within three years of the commencement date of the original Customer or developer's service agreement, new Customer loads are added to such new facilities. For purposes of making refund computations, the original and new loads will be deemed to have been installed at the same time. Refunds will be paid only to a contributing Customer or developer, and the original contribution shall be the maximum aggregate refund. Upon receipt of a written request by a Customer or developer made no earlier than the end of the third year following the date of the original agreement for new Gas Service, and no later than the end of the fourth year following the date of the original agreement for new Gas Service, PGW will: (a) review its records to determine if a refund is due the Customer or the developer for additional Customers that attached to the facilities paid for by the Customer or the developer within three years after the execution date of the agreement for new Gas Service, and (b) within 120 days of receipt of such request, (i) make payment to the Customer or developer of any refund due and (ii) provide the Customer or developer with documentation substantiating the refund calculations and identifying the attached loads for which the Customer or developer was credited.

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11. Meters: Measurements, Readings, Errors, and Tests.

11.1. METERS. The measurement of Gas usage shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment, and may, from time to time, change or alter the equipment, its sole obligation being to supply meters that will accurately and adequately furnish records for billing purposes.

11.2. QUANTITY MEASUREMENTS.

11.2.A. Measurement at Standard Service Pressure. For the purpose of measurement, standard service pressure shall be 8.5 inches or less of water column. A cubic foot of Gas at standard service pressure means the amount of Gas which occupies a volume of one cubic foot at the time metered and under the conditions existing at the Customer's meter.

11.2.B. Measurement at Pressure Above Standard Service Pressure. For the purpose of measurement, where Gas is ordinarily supplied to Customers at pressure above standard pressure, the measurement shall be a cubic foot at an absolute pressure of 14.73 pounds per square inch and under conditions existing at the Customer's meter unless otherwise provided for by the Company. A cubic foot of Gas at above standard service pressure shall mean the amount of Gas that occupies a volume of one cubic foot.

11.3 METER READINGS.

11.3.A. Meter Reading Intervals. The Company will read its meters at scheduled regular intervals of one or more months and will render standard bills for the recorded Gas usage based upon the time interval between meter readings.

11.3.B. Estimated Usage. The Company may estimate the amount of Gas usage at the premises where access to the meter is not available, an electronic meter reading device is not installed or functioning, or to installations at remote locations, for such number of months as the type of installation, normal regularity of usage, or other circumstances may warrant, and will render bills in standard form based on such estimate and so marked. Actual Meter Readings will be secured from time to time and billing will be revised when such reads disclose that the estimate failed to approximate the actual usage. For Residential Customers, an Actual Meter Reading will be obtained at least every six months, in accordance with Commission regulations.

11.3.C. Automatic Meter Reading (AMR) Device.

11.3.C.1. The installation and periodic inspection and maintenance of an Automatic Meter Reading Device, will be a condition to continued Gas Service. Customers must assist PGW in all reasonable attempts to secure information about or approval from Landlords for AMR installation purposes. Customers may be required to contact the Landlord or obtain access for PGW to install an AMR and/or information which assists PGW in making contact with the Landlord. PGW will not hold the Tenant responsible for the Landlord's actions nor exact any penalty against the Tenant for the Landlord's actions or failure to act. When a Customer unreasonably refuses to provide access to the meter, PGW may commence termination procedures, unless the Customer is a lessee who is unable to provide access to the meter.

11.3.D. Customer Readings. PGW will provide Customers with a telephone number that they may use to report their meter readings. PGW will also provide, at the Customer's request, preaddressed postcards on which the Customer may note their meter reading. PGW will use Customer Readings for billing purposes when appropriate. PGW may establish due dates by which such telephone calls or postcards must be received in order for a bill to be based upon the meter reading of the Customer or occupant. If the reading is not received by the due date, PGW will estimate the quantity of usage.

11.3.E. Industrial/Commercial Customers. Where, in the judgment of the Company, it is not feasible to install a remote AMR device, PGW may choose to install a meter that requires a dedicated telephone line and appropriate power supply to send the meter read to the company. The Company will require the Industrial/Commercial Customers to supply and maintain this dedicated telephone line. The Customer will install and terminate the telephone line not less than three feet from the meter location and the telephone line shall be tagged and accessible to the Company.

11.4. DEFECTIVE METERS. Gas shall be supplied through a meter provided by the Company. Should a meter become defective or fail to register correctly, it shall be replaced. If the quantity of Gas recorded by a meter is in question, the quantity of Gas which passed through the meter may be determined by a test of the meter, or by comparison with subsequent Gas consumption recorded by the replacement meter, or by the amount of Gas metered during the corresponding period of the previous year if the circumstances of usage and the Gas-consuming equipment are comparable.

11.5 CUSTOMER REQUESTED METER TESTS. Meter tests, if requested by the Customer, shall conform to all of the following:

11.5.A. Test Request. If a Customer requests, in writing, a test of the accuracy of the meter through which Gas Service is supplied, PGW shall notify the Customer of the conditions under which the test will be made. If the Customer then requests PGW to proceed with the test and remits an amount equal to the fee as set forth in Section 11.6, PGW shall conduct the test promptly. If, when tested, the meter is found to be more than 2.0% fast or slow, the testing fee shall be promptly refunded to the Customer.

11.5.B. Test Observation. A Customer or his representative may be present when PGW conducts the test on the meter.

11.5.C. Report. A report giving the name of the Customer requesting the test, the date of the request, the location of the premises where the meter had been installed, the type, make, size, and serial number of the meter, the date of removal, the date of the test, the result of the test and the amount of refund if the meter was found more than 2.0% fast, shall be supplied to the Customer within 10 days after the completion of the test.

11.6. FEE SCHEDULE FOR METER TESTS. The following schedule of fees applies for meter testing:

11.6.A. 500 Cubic Feet or Less. Meters having a rated capacity of 500 cubic feet per hour or less - \$10.

11.6.B. More than 500 Cubic Feet. Meters having a rated capacity of over 500 cubic feet per hours and not more than 1,500 cubic feet per hour - \$20.

11.6.C. More than 1500 Cubic Feet. Meters having a rate capacity of over 1,500 cubic feet per hour, orifice meters, and any meters not a displacement type - \$30.

11.7. ADJUSTMENTS OF BILLS FOR METER ERROR.

11.7.A. Fast Meters. If, upon test of a meter, it is found to have an average error of more than 2.0% fast, the Company shall refund to or credit the Customer for the overcharge of PGW Charges, based upon what the meter would have registered had it not been fast or slow for a period equal to $\frac{1}{2}$ the time elapsed since the last previous test, but not to exceed 12 months or $\frac{1}{2}$ the period of occupancy of the premises by the Customer, whichever is less. If the period of registration error may be definitely fixed, the overcharge shall be computed for the period.

11.7.B. Slow Meters. If, upon a test of a Gas meter it is found to have an average error of more than 2.0% slow, the Company may render a bill for the Gas consumed but not covered by bills for PGW Charges which were previously rendered, for a period equal to $\frac{1}{2}$ of the time elapsed since the last previous test, but not to exceed three months. If the period of registration error may be definitely fixed, the charge may be computed for the period.

11.7.C. Non-registering meters. If a meter has failed to register for a period, the Company may compute the Gas used by taking the average of the Gas used for the nearest meter-reading period preceding and the meter-reading period immediately following the date when the meter was found to be not registering, which amount shall be assumed to be the amount of Gas used by the Customer during the billing period in which the meter was found not to have registered. Exceptions will be made only if the facts clearly show that the stated method does not give the correct consumption for the period.

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12. Service Charges and Miscellaneous Fees and Provisions.

12.1. APPLIANCE SERVICE CALL CHARGES. Eligible Customers requesting service on their appliances and equipment will be assessed a charge for each appliance service call, the amount of which shall be set forth in the appliance service charges listed below. Exempted from the appliance service call charges will be calls for leaks and other safety related conditions, and all appliances covered under any currently effective Parts and Labor Plan contract.

Residential Except for cleaning carbonized heaters –
\$72.05 plus \$8.53 for each additional 1/10 of an hour after the first six minutes
For cleaning carbonized heaters –
\$165.00

Commercial and Industrial
\$72.05 plus \$8.53 for each additional 1/10 of an hour after the first 6 minutes.

12.2 CUSTOMER SERVICE CALL CHARGE The following charge applies to Customers requesting service other than service on appliances and equipment (provided to Customers pursuant to Section 12.1 of this Gas Service Tariff). Exempted from the Customer Service Call Charge will be calls for leaks and other safety related conditions, and all appliances covered under any currently effective Parts and Labor Plan contract.

Residential, Commercial and Industrial
\$72.05 plus \$8.53 for each additional 1/10 of an hour after the first 6 minutes.

12.3. INAPPROPRIATE REQUEST FOR SERVICE CHARGE. If a Customer requests service for a Gas leak at their premise and PGW determines that there was no Gas leak but rather the request was actually for an appliance repair, the Customer will be assessed an amount equal to the Customer Service Call Charge for $\frac{8}{10}$ hours.

12.4. CUSTOMER REQUESTED TURN ON TO A COMMERCIAL/INDUSTRIAL ACCOUNT WHERE GAS EQUIPMENT HAS NOT BEEN INSTALLED. PGW will turn on Gas Service for a Commercial or Industrial Applicant if all the Gas equipment has not been installed provided the Customer installs or pays PGW to install shut off valves that PGW can lock in place. PGW will return to remove the locks and inspect equipment. PGW will charge for materials required as well as assessing the Customer an amount equal to the Customer Service Call Charge for $1\frac{1}{2}$ hours for services provided after the initial two visits.

12.5. INSPECTION OF GAS FUEL LINE FOR COMMERCIAL/INDUSTRIAL CUSTOMERS. PGW will inspect a new commercial/industrial Gas fuel line prior to turn on. The Customer will be assessed an amount equal to the Customer Service Call Charge for $1\frac{1}{2}$ hours if more than one test is required.

12.6. GRATUITY TO EMPLOYEES. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

12.7. OTHER CHARGES. Except as where otherwise provided in this Tariff, the Company may, where feasible, provide and charge for services requested by the Customer or his agent. The Company is not obligated to provide such services. The Company will, if possible, give the Customer an advance written estimate of the costs to provide the service.

12.8. NO PREJUDICE OF RIGHTS. The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

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13. Universal Service And Energy Conservation Programs

13.1 CUSTOMER RESPONSIBILITY PROGRAM.

13.1.A. Eligibility and Enrollment. A Customer is eligible for the Customer Responsibility Program if it is determined at the time of application (or recertification) that the Customer's annual household gross income is at or below 150% of the federal poverty level. The Customer shall provide all documentation necessary for PGW to determine the household Gross Annual Income, including but not limited to proof of household income, verification of family size, and character of service requested (Heating or Non-Heating). PGW has the right to verify an Applicant's or Participant's income by means including but not limited to verification through governmental agency and checking credit reports. Enrollment shall be ongoing and open year-round. Applicants or Participants selecting Transportation Service will no longer qualify for the CRP Program and will be responsible for the tariffed rates under General Service - Rate GS.

13.1.B. Requirements. A Participant must abide by the following provisions. The failure of a Participant to comply with one of the following could result in dismissal from the CRP Program:

13.1.B.1. A Participant shall make regular monthly Customer Responsibility Payments. Failure to do so may lead to termination of service.

13.1.B.2. A Participant shall recertify annually, based upon the Participant's anniversary date of enrollment.

13.1.B.3. It is the Participant's responsibility to notify PGW when there is a change in the household's income or size. Adjustments to a Participant's bill will be made anytime there is a change in income or family size.

13.1.B.4. When eligible, a Participant must apply for and assign at least one energy assistance grant to PGW annually.

13.1.B.5. Participants must take the necessary actions to participate in the Conservation Works Program (CWP) or other conservation programs and to abide by established consumption limits.

13.1.B.6. A Participant must allow access to their property for meter readings or for the installation of an AMR. Failure to allow access for four consecutive months will result in dismissal from CRP.

13.1.B.7. A Participant shall be responsible for seeking assistance and guidance from PGW, including budget counseling, in the event that the Participant is unable to meet the above responsibilities.

13.1.C. Applicable Rates. A Participant's CRP Payments will be based upon the Participant's family size and gross household income. A Participant will pay a percentage of his/her gross household income depending on where that Participant falls within the Federal Poverty Guidelines (FPL). Rates are calculated under rate schedule GS, including riders.

13.1.C.1. For payment purposes CRP Participants will be defined as follows:

13.1.C.1.a. Group A: Participants whose gross household income has been verified as being from 0 – 50% of FPL.

13.1.C.1.b. Group B: Participants whose gross household income has been verified as being from 51 – 100% of FPL.

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13.1.C.1.c. Group C: Participants whose gross household income has been verified as being from 101 – 150% of FPL.

13.1.C.2. A CRP Participant will be responsible for paying the following rates for service or \$18 per month, whichever is greater.

13.1.C.2.a. Group A: 8% of gross income.

13.1.C.2.b. Group B: 9% of gross income (not to exceed 10% of gross income).

13.1.C.2.c. Group C: 10% of gross income

13.1.D. Arrearages - Participants making regular monthly Customer Responsibility Payments will earn forgiveness on their pre-program arrearages. The amount of and criteria applicable to arrearage forgiveness shall be consistent with applicable Commission Orders. Participants choosing an NGS are responsible for all outstanding balances owed to PGW.

13.2. CONSERVATION WORKS PROGRAM (CWP). PGW shall establish fair, effective and efficient Gas usage reduction programs for low-income Customers. Such programs are intended to maintain affordable Gas Service and to reduce uncollectible accounts and the collection and termination expenses of PGW by enabling low income Customers to conserve energy and reduce their Gas usage.

13.2.A. Eligibility. This program is available to Residential Heating CRP Participants with high usage. PGW shall have access to the Residential building to determine the most appropriate usage reduction measures. An eligible Customer who is a Tenant shall have an equal opportunity to secure program services if the Landlord has granted written permission to the Tenant for the installation of program measures, and the Landlord agrees, in writing, that rents will not be raised unless the increase is related to matters other than the installation of the usage reduction measures, and the Tenant is not evicted for a stated period of time at least 12 months after the installation of the program measures, if the Tenant complies with ongoing obligations and responsibilities owed the Landlord. A covered utility may seek Landlord contributions as long as the contributions do not prevent an eligible Customer from receiving program services. Contributions from Landlords shall be used by the utility as supplemental to its approved Conservation Works Program budget.

13.2.B. Conservation Works Program Funding. Funding for Conservation Works programs shall be at least .2% of jurisdictional revenues during each year of operation. In the event that PGW employs independent contractor(s) to manage such program(s), said contractor(s) may spend not more than 15% of program funding for administrative costs and PGW shall not charge any of its expenses for such program(s) to program administration. In all other circumstances, PGW shall spend not more than 15% of its Conservation Works Program funding for administrative costs.

13.2.C. Integration. PGW shall coordinate its Conservation Works reduction programs with existing resources in the community, and operate in conjunction with the relevant public or private programs so that Customers experiencing ability-to-pay problems are made aware of the usage reduction program and are referred to public, private, or utility programs that may enhance their ability to pay their utility bills.

13.2.D. Dwelling Repairs. Expenditures on program measures may include energy-related repairs to the dwelling necessary to permit measures that are needed to reduce usage effectively. The cost-effectiveness of such expenditures shall be measured in the same manner as all other expenditures under this program.

13.3. CARES. PGW's CARES is a program designed to assist Customers experiencing temporary hardships affecting their ability to pay his/her Gas bills. Through this program, PGW will assist Customers with referrals to appropriate social service agencies, engage in community outreach as well as consumer education.

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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 a Customer's name, billing address, service address, rate class, account number and load data. A Customer who responds within 15 days may restrict release of all of his/her account information or just his/her load data.

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.

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.

14.8. CHANGE OF ACCOUNT NUMBER. If the Company elects to change the account number for a Customer receiving Natural Gas Supply from an NGS, the Company will notify the NGS of the change in

account number at the same Customer location.

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.

15. Supplier of Last Resort (SOLR)

15.1 SOLR SERVICE. Existing Retail Sales Service Customers may elect to continue to receive Retail Sales Service pursuant to their existing Rate Schedules or elect to choose an NGS to serve them. PGW will act as the SOLR for Customers who have not chosen an alternative NGS, who choose to be serviced by their SOLR, who are refused service from a NGS, or whose NGS has failed to deliver its requirements and who have annual usage not greater than 4,000 Mcf per year.

15.2 RETURN TO PGW. Customers with annual usage greater than 4,000 Mcf per year may return to receiving Retail Sales Service, if, in PGW's sole discretion, PGW determines that it can provide service to such Customers without threatening system reliability or burdening other Customers. For a Customer who has usage greater than 4,000 Mcf per year, PGW shall provide service to such Customers for a period not to exceed 90 days if the NGS fails to deliver Gas or exits the market. In any event, the rate charged to a returning Customer whose usage is greater than 4,000 Mcf per year will be the applicable retail rate plus any incremental costs associated to serve the returning Customer, to be determined on a case by case basis by PGW.

PGW - Gas Service Tariff

Currently Effective Rates and Riders

GAS COST RATE (GCR) -- SECTION 1307(f)**I. PROVISION FOR ADJUSTMENT**

The Gas Cost Rate shall be applied to each Mcf (1,000 cubic feet) for Firm Retail Sales Service Gas supplied under Rates Schedules GS, MS, PHA, and NGVS-Firm, except for Gas usage under the Special Provisions – Air Conditioning of those rates calculated in a manner set forth below, pursuant to 66 Pa.C.S. §1307(f). Such rates for Firm Sales Service Gas may be increased or decreased from time to time under the procedures set forth in Section II.B. below to reflect changes in the level of Gas costs incurred or projected to be incurred by PGW related to Sales Service.

II. DEFINITIONS

C - The current cost of Natural Gas and other raw materials determined as follows: (a) for all types of Gas, project the cost for each purchase (adjusted for net current Gas stored) for the computation year plus (b) the of (1) the projected book value of non-current Gas at the beginning of the computation year minus (2) the projected book value of non-current Gas at the end of the computation year. In addition to any cost authorized by the Commission, the cost of Natural Gas may include any item included in the definition of Natural Gas costs set forth in 66 Pa.C.S. § 1307(h) ("Definition").

Computation Year - The 12-month forecast period as identified in the Company's annual 1307 (f) filing and each quarterly GCR filing.

E - Experienced net over billing (or under billing) of the cost of Natural Gas and other raw materials applicable to the GCR reported in the most recent Section 1307(f) proceeding. Such over billings (or under billings) will be made with interest at the rate and method set forth by the Pennsylvania Public Utility Commission. Additionally, supplier refunds received prior to the end of the August billing period will be included in the Factor "E."

Firm Sales Service - The service provided to Customers who receive firm supply service from PGW. The term does not include the service provided to Customers who receive interruptible supply service from PGW.

GAC - The "E" factor component of the GCR, representing the net overcollection or undercollection of Natural Gas and other raw materials costs. The currently effective GAC is \$0.03111 per Ccf, for service on or after September 1, 2003.

GCR - Gas Cost Rate determined to the nearest one-hundredth cent (\$0.0001) to be applied to each Mcf of Gas supplied under Rates GS, MS, PHA, and NGVS-Firm, except for Gas usage under the Special Provisions – Air Conditioning of those rates and is equal to the SSC plus the GAC minus the IRC.

IRC - Interruptible Revenue Credit - The credit defined in Subsection VI below.

Natural Gas or Gas - The volumes of gas purchased or manufactured by the Company that is delivered to the Company's Customers, plus such portion of the Company-used and unaccounted-for gas as the Commission permits, including, but not limited to, natural gas, liquefied natural gas, synthetic gas, liquefied propane and naphtha.

S - Projected applicable Mcf of Gas to be billed to Customers during the computation year.

SSC-Sales Service Charge - The purchased Gas costs determined to the nearest $\frac{1}{100}$ of a cent (\$0.0001).

III. COMPUTATION OF GAS COST RATE

A. The GCR shall be computed to the nearest one-thousandth cent (\$0.00001) in accordance with the formula set forth below as the terms are defined in Section II:

$$\begin{aligned} \text{SSC} &= \text{C/S} \\ \text{GAC} &= \text{E/S} \\ \text{GCR} &= \text{SSC} + \text{GAC} - \text{IRC} \end{aligned}$$

B. Each Gas Cost Rate so computed shall be applied to Customers' bills for twelve monthly billing periods commencing with September.

The currently effective Gas Cost Rate is \$0.78670 per Ccf, for service on or after September 1, 2003.

IV. REPORTING REQUIREMENTS

A. The Company's rates are subject to quarterly adjustments for recovery of the Gas Cost Rate under procedures set forth in Section 1307 (f) of the Public Utility Code.

B. The filing of the Company's annual Section 1307(f) filing, annual Gas Cost Rate, effective during the billing period of September through August, shall be submitted to the Commission by March 1 of each year, with a February 1 pre-filing date.

C. The application of the Gas Cost Rate shall be subject to review and audit by the Commission at such intervals as the Commission shall determine.

D. If it shall be determined, from audit by the Commission, or by final order entered after notice and hearing, that the application of this clause has resulted in the overcollection or undercollection of revenues, then the Company shall apply such over/undercollection as a credit or debit against future Gas Cost Rates.

V. PROVISION FOR INCLUSION OF SPECIFIC NON-GAS EXPENSES

The computation of the Gas Cost Rate may include such Non-Gas expenses as may be authorized by this tariff and annually authorized by the Commission.

VI. INTERRUPTIBLE REVENUE CREDIT (IRC)

A. The GCR rate shall be credited with an Interruptible Revenue Credit (IRC) equal to the margin realized from interruptible sales under PGW's Interruptible Sales Tariff Rates: BPS, LBS; and CG (Total Margin Revenue).

B. The IRC shall be set each year in the Company's 1307(f) proceeding to reflect the Total Margin Revenue. The rate per Mcf shall be calculated by dividing the Total Margin Revenue by total applicable firm sales. For the period September 1, 2003 through August 31, 2004 the IRC shall be initially set to reflect the Total Margin Revenue authorized by the Commission in its final order at M-00021612 (entered March 31, 2003).

C. The 2003-04 IRC and all subsequent IRCs shall be reconciled to actual Total Margin Revenue realized in each 1307(f) proceeding. The IRC shall be included in the GCR rate and shall not be shown separately on the Customer's bill.

REVENUE RECONCILIATION ADJUSTMENT (RRA) RIDER

I. PROVISION FOR REVENUE RECONCILIATION ADJUSTMENT

A. A Revenue Reconciliation Adjustment (RRA) is included in the Delivery Charge of all firm service rates. The RRA shall be the annual margin in excess of the cost of Natural Gas to provide the service projected to be realized from interruptible sales under rate schedules BPS, LBS and CG in the period September 1, 2002 – August 31, 2003 and the Transportation charge revenue from Transportation Service provided pursuant to the Pilot rate schedule IT-P (the Total Margin Revenue). This rate per Mcf is calculated by dividing the Total Margin Revenue by total applicable firm sales.

B. The rate so calculated is included in the billed Distribution Rate and shall not be shown separately on the Customer bill.

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SENIOR CITIZEN DISCOUNT*

I. PROVISION FOR SENIOR CITIZEN DISCOUNT

- A. A Customer or Applicant shall be granted a reduction in monthly charges for Gas Service provided by the Company for Residential purposes if said person satisfies the conditions set forth below:
1. Is 65 years of age or older;
 2. Resides in the City of Philadelphia;
 3. Does or will directly make payment to the Company for Gas Service at his or her residence;
 4. Completes an acceptable application;
 5. Maintains his or her qualification for same.
- B. The Senior Citizen Discount, as set forth in this Tariff, shall only apply to the Gas which is consumed for Heating and Non-Heating purposes in that portion of the building in which the senior citizen resides. Therefore, if the senior citizen resides in a building that is part Residential and part Commercial or rental (to someone other than the senior citizen), only that portion of the building that is occupied by the senior citizen as a residence will be eligible for the Senior Citizen Discount.

II. COMPUTATION OF SENIOR CITIZEN DISCOUNT

- A. For eligible Customers, Retail Sales Service Gas Service provided by the Company will be priced at the full rate then in effect, as authorized by the Commission, and 80% of this amount will be billed to the Customer.
- B. In the event taxes or other charges become applicable after the effective date hereof, which charges cannot lawfully or in equity be treated as herein provided, the application of the Senior Citizen Discount affecting such charges will be limited accordingly, so as to provide a result which, in the Company's opinion, is reasonably consistent with the intention of providing a discount of the type here authorized.

III. APPLICATION FOR SENIOR CITIZEN DISCOUNT

An application for Senior Citizen discount must be completed by the Applicant in person at any one of the Company's offices or at such other place as the Company provides.

* As of September 1, 2003 enrollment in the Senior Citizens Program will be closed. Customers who are properly receiving discounted rates will continue to do so under these terms and conditions unless and until the program is modified in accordance with 66 Pa. C.S. § 2212. All affected and eligible low income Customers may apply to participate in the Customer Responsibility Program (CRP).

IV. DOCUMENTARY EVIDENCE REQUIRED FOR SENIOR CITIZEN DISCOUNT

A. An Applicant must present:

1. Legal proof of age acceptable to the Company; and

2. Documentary evidence acceptable to the Company authenticating Applicant's residence at the address where Gas consumption will be subject to the discount.

B. The Company may from time to time require production of documentary evidence or other information deemed satisfactory by the Company so as to review a Customer's continued eligibility for the Senior Citizen Discount.

V. EFFECTIVE DATE OF THE INITIAL SENIOR CITIZEN DISCOUNT BILLING

A. Applications made at least 30 days prior to the Applicant's next billing period, and which in that 30-day period are fully documented and accepted by the Company, will result in the initial application of the Senior Citizen Discount to the cost of the Gas consumed in such next billing period.

B. Improper or incomplete applications causing the extension of the above 30-day period, and which delay in the Company's opinion is occasioned by the Applicant, will delay the initial use of the discount until the succeeding billing period next following the acceptance of the application.

C. The Senior Citizen Discount, after its initial application, will continue in force thereafter so long as it is authorized and the original Applicant, in the opinion of the Company, continues to qualify for it.

VI. CUSTOMER'S GAS PIPING

A. In order for the Company to quantify the amount of Gas to which the Senior Citizen Discount applies in the event that such Gas quantity cannot ordinarily be determined, arrangements acceptable to the Company must be made by the Customer.

B. In cases where, at the time of making application, the Customer lives in only a portion of the structure to which Gas is also being supplied to others but through a single meter, and where the Discount does not apply to the others, and, in the opinion of the Company, the Customer's Gas piping can reasonably be changed, the Customer, at his or her expense, shall make the necessary piping rearrangement and the Company will install a separate meter.

C. When the Customer's Gas piping, in the opinion of the Company, cannot reasonably be changed, the Company, for billing purposes, will estimate the quantity of Gas used by the Customer to which the Senior Citizen Discount will apply. In all other cases, the Customer should make Gas piping rearrangements to allow the Company to directly meter Gas used exclusively for such Customer's account.

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MIGRATION/REVERSE MIGRATION RIDER

1. This rider provides a method pursuant to Section 1307(f) of the Public Utility Code for recovery of the experienced net over/under collection of purchased Gas costs from Customers who switch between firm Retail Sales Service and Transportation Service, or switch between firm Retail Sales Service and interruptible Retail Sales Service, on or after the effective date of this rider.
2. The Migration Rider shall equal the current GAC as defined under Gas Cost Rate (GCR) – Section 1307(f).
3. A Migration Rider shall be applicable to Customers who received firm Retail Sales Service and who leave for Transportation Service or interruptible Retail Sales Service. The Migration Rider shall be effective for 12 months from the date the Customer switches to Transportation Service or interruptible Retail Sales Service. The Migration Rider will be applicable for 12 months from the date of switch to Transportation Service or interruptible Retail Sales Service.
4. A Reverse Migration Rider applies for Customers returning to firm Retail Sales Service who have been receiving Transportation Service or interruptible Retail Sales Service for a minimum of 12 consecutive months. The Reverse Migration Rider will be applicable for 12 months from the date on which the Customer last moved from interruptible Retail Sales Service or Transportation Service to firm Retail Sales Service. For a Transportation Service or interruptible Retail Sales Service Customer who is currently paying the Migration Rider and returns to Retail Sales Service in less than 12 months from the date on which he previously left firm Retail Sales Service, the Reverse Migration Rider will not apply. The Reverse Migration Rider is equal to the Migration Rider multiplied by -1.
5. This rider is effective on and after September 1, 2003.

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EXIT FEE RIDER

1. PROVISION OF EXIT FEE

A. An exit fee may be applied to those Customers moving from Firm to interruptible Service. This fee is charged for the portion of Firm pipeline assets reserved on the Customer's behalf.

2. COMPUTATION OF EXIT FEE.

A. The exit fee shall be calculated as the Customer's allocated share of FT and storage demand costs, as filed in PGW's last approved 1307(f) proceeding, less an allocated share of capacity release credits actually realized in the exit fee period. The Customer's share shall be the Customer's contribution to design day demand calculated as the Customer's highest usage month out of the last 36 months, divided by the number of days in that month, adjusted for design degree days.

1. The Customer's exit fee will be in place for 5 years and will be adjusted each year to take account of changes in capacity and storage costs and capacity release credits.

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RESTRUCTURING AND CONSUMER EDUCATION SURCHARGE

Non-Gas restructuring and consumer education costs will be recovered by a Restructuring and Consumer Education Surcharge applicable to all volumes of Gas delivered.

1. Computation of the Restructuring and Consumer Education Surcharge factors will be in accordance with the automatic adjustment procedures utilized under Section 1307 of the Public Utility Code and will be filed and approved in conjunction with the Company's annual Section 1307(f)-GCR filing.
2. Restructuring and Consumer Education costs recovered through the Surcharge mechanism are the Commission approved costs which the Company has or will incur to meet the requirements of the Natural Choice and Competition Act and applicable Commission regulations, orders and other regulatory requirements, other than those costs pertaining to universal service and energy conservation programs.
3. Once the surcharge is in place, PGW shall file reconciliation statements quarterly and shall submit a claim for over/under recovery on an annual basis, at the same time it submits its projected Restructuring costs and Restructuring Surcharge claim for the next year; provided however, that if a project for which costs were included in the Restructuring Surcharge is cancelled or delayed beyond the year in which the cost was originally scheduled to be incurred, the Company will withdraw the projected costs of that project from the Restructuring Surcharge in its next quarterly update. No interest will be included in such surcharge computations. The basic component of the surcharge will be determined by dividing the restructuring and consumer education costs approved for annual recovery by the estimated applicable throughput in Mcf.
4. The Restructuring and Consumer Education Surcharge shall remain in effect until restructuring and consumer education costs have been collected or as otherwise directed by the Commission.
5. The Restructuring and Consumer Education Surcharge is effective on and after September 1, 2003.

Current Restructuring and Consumer Education Surcharge = \$0.00675/Ccf

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UNIVERSAL SERVICE AND ENERGY CONSERVATION SURCHARGE

Universal service and energy conservation program and related costs will be recovered by a Universal Service and Energy Conservation Surcharge applicable to all volumes of Gas delivered.

1. The Surcharge will recover: 1) the discounts provided to Customers pursuant to the Customer Responsibility Program (CRP); 2) the discounts provided to Customers pursuant to the Senior Citizen Discount; 3) the costs of the Conservation Works Program (CWP); and, 4) for Customers entering the CRP program on or after September 1, 2003, past due arrearages forgiven pursuant to paragraph A (6) of the CRP/CAP Program Design Stipulation approved by the Commission by its order at M-00021612 (entered March 31, 2003).
2. Computation of the Universal Service and Energy Conservation Surcharge factors will be in accordance with the automatic adjustment procedures utilized under Section 1307(f) of the Public Utility Code and will be filed and approved in conjunction with the Company's annual Section 1307(f)-GCR filing.
3. Once the surcharge is in place it will be automatically adjusted effective March 1, June 1, September 1, and December 1 of each year in accordance with Section 1307(f) quarterly adjustment procedures. No interest will be included in such surcharge computations. The basic component of the surcharge will be determined by dividing the total universal service and energy conservation program costs approved for annual recovery by the estimated applicable throughput in Mcfs.
4. The Universal Service and Energy Conservation Surcharge shall take effect upon the effective date of this Tariff.

Current Universal Service and Energy Conservation Surcharge = \$ 0.12564/Ccf.

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GENERAL SERVICE - RATE GS

Rate: Applicable to all Retail Sales Service or Transportation Service rendered pursuant to this Rate Schedule on or after September 1, 2003

AVAILABILITY

Available for any purpose where the Company's distribution mains adjacent to the proposed Gas Service location are, or can economically be made, suitable to supply the quantities of Gas or Transportation Services required.

RATES

CUSTOMER CHARGE (per Meter (except parallel meters)):

\$ 12.00 per month for Residential and Public Housing Authority Customers.
\$ 18.00 per month for Commercial and Municipal Customers
\$ 50.00 per month for Industrial Customers

Plus,

GCR (not applicable to GS Customers who transport gas through a qualified NGS):

\$ \$0.78670 per Ccf for Residential and Public Housing
\$ \$0.78670 per Ccf for Commercial and Municipal Customers
\$ \$0.78670 per Ccf for Industrial Customers

Plus,

DISTRIBUTION CHARGE (consisting of items (A) and (B), below):

(A) Delivery Charge:

\$0.42124 per Ccf for Residential and Public Housing
\$0.43056 per Ccf for Commercial and Municipal Customers
\$0.43029 per Ccf for Industrial Customers

(B) Surcharges:

Universal Service and Energy Conservation Surcharge; and Restructuring and Consumer Education Surcharge.

Also,

The following may apply:

MIGRATION RIDER

REVERSE MIGRATION RIDER

SPECIAL PROVISION – Air Conditioning Rider

SPECIAL PROVISION – Compressed Natural Gas (CNG) Rider

EXIT FEE

SENIOR CITIZEN DISCOUNT – to the extent authorized by this Gas Service Tariff.

MINIMUM CHARGE

The monthly Minimum Charge is the Customer Charge set forth above.

CONTRACT

Standard service agreements, where applicable, are for a period to be determined by the Company.

COMPANY RULES

The provisions of this Tariff shall govern the supply of services under this Rate Schedule.

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MUNICIPAL SERVICE - RATE MS

Rate: Applicable to all Retail Sales Service or Transportation Service rendered pursuant to this Rate Schedule on or after September 1, 2003.

AVAILABILITY

Available to properties owned or occupied by the City of Philadelphia or the Board of Education, or any of their respective agencies or instrumentalities, for any type of Gas Service, unless purchased for resale to others, and where the Company's distribution mains adjacent to the proposed Gas Service locations are, or can economically be made, suitable to supply the quantities of Gas required; provided, however, that the rate shall not be available to Commercial Tenants of any such property.

RATES

CUSTOMER

CHARGE* (per Meter (except parallel meters):

\$ 18.00 per month

Plus,

GCR (not applicable to MS Customers who transport Gas through a qualified NGS):

\$0.78670 per Ccf

Plus,

DISTRIBUTION CHARGE (consisting of items (A) and (B), below):

(A) Delivery Charge:

\$0.31470 per Ccf for Municipal Service

(B) Surcharges:

The Universal Service and Energy Conservation Surcharge; and The Restructuring and Consumer Education Surcharge.

Also,

* The rate change was ordered by the Commission in its December 11, 2001 entered Order at Docket No. R-00006042, et al. By law, rate changes to rate MS are subject to approval by the City Council of the City of Philadelphia and any MS rate change will not be charged or implemented until such time as City Council approval is received. The following Riders may apply:

MIGRATION RIDER
REVERSE MIGRATION RIDER
SPECIAL PROVISION – Air Conditioning Rider
SPECIAL PROVISION – Compressed Natural Gas (CNG) Rider
EXIT FEE

CONTRACT

Standard service agreements are for a one year period.

COMPANY RULES

The provisions of this Tariff shall govern the supply of services under this Rate Schedule.

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PHILADELPHIA HOUSING AUTHORITY SERVICE - RATE PHA

Rate: Applicable to all Retail Sales Service or Transportation Services rendered pursuant to this Rate Schedule on or after September 1, 2003

AVAILABILITY

Available for all Gas usage in multiple dwelling Residential buildings containing 10 or more dwelling units, owned and operated by the Philadelphia Housing Authority, where cooking shall be performed exclusively with Gas and where Gas Service shall be supplied through one or more single point metering arrangements at locations where the Company's distribution mains adjacent to the proposed Gas Service locations are, or can economically be made, suitable to supply the quantities of Gas required.

This rate is also available for all Gas usage in single and multiple dwelling Residential buildings, containing less than 10 dwelling units, provided, and only so long as, Gas is used exclusively for cooking, water heating and space heating for all such Residential buildings owned and operated by the Philadelphia Housing Authority, except (a) buildings operated by the Philadelphia Housing Authority, prior to the original effective date of this rate (January 1, 1969), and (b) buildings for which, in the judgment of the Company, such Gas Service cannot be provided economically.

RATES

CUSTOMER

CHARGE (per Meter (except parallel meters);

\$18.00 per month

Plus,

GCR (not applicable to PHA customers who transport gas through a qualified NGS):

\$0 .78670 per Ccf

Plus

DISTRIBUTION CHARGE:

DISTRIBUTION CHARGE (consisting of item (A) and (B), below):

(A) Delivery Charge:

\$0 .42952 per Ccf for Municipal Service

(B) Surcharges:

The Universal Service and Energy Conversation Surcharge; and The Restructuring and Consumer Education Surcharge.

Also,

The following Riders may apply:

MIGRATION RIDER
REVERSE MIGRATION RIDER
SPECIAL PROVISION – Air Conditioning Rider
EXIT FEE

CONTRACT

Standard service agreements are for a one year period.

COMPANY RULES

The provisions of this Tariff shall govern the supply of Gas under this classification.

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BOILER AND POWER PLANT SERVICE - RATE BPS

Rate: Applicable to all Retail Sales Service rendered pursuant to this Rate Schedule on or after
September 1, 2003

AVAILABILITY

This rate is available for Customers with Alternate Fuel Capability, where the Company's distribution system is, or can economically be made available to supply the service. Gas Service under this rate shall not be available as a replacement of firm Retail Sales Service or firm Transportation Service, unless the Customer can demonstrate to the Company's satisfaction that it has the capacity and plans to continue to take Gas Service on an interruptible basis for at least one year. The Company's determination as to whether the service would amount to such replacement shall be final. Service under this rate shall be available to (a) any facility which was served pursuant to Rate BPS as of September 1, 1994, and (b) any applicant for service under this rate executing a Service Agreement, contracting for not less than 2,500 Mcf of Gas per year under the terms of this Tariff, in which shall be defined minimum quantities of gas to be delivered. The number of Customers to receive service under this rate may be limited by the Company in order to maintain adequate and efficient Gas Service generally. When, in the judgment of the Company, it is not economically feasible to separately meter small incidental pilot usage, it may be billed under this rate. The BPS rate class has three components: BPS-S, BPS-L and BPS-H.

MINIMUM QUANTITY REQUIREMENTS:

New BPS-S Customers must contract for not less than 2,500 Mcf of Gas per year.

BPS-L Customers must contract for not less than 5,000 Mcf of Gas per year.

BPS-H Customers must contract for not less than 5,000 Mcf of Gas per year.

RATE**CUSTOMER CHARGE:**

\$35.00 per month for Customers with annual consumption of less than 10,000 Mcf.

\$75.00 per month for Customers with annual consumption of between 10,000 Mcf and 100,000 Mcf, inclusive.

\$150.00 per month for Customers with annual consumption greater than 100,000 Mcf.

Plus

VARIABLE DISTRIBUTION AND COMMODITY CHARGE:

BPS-S: The charge per Mcf shall be calculated by Company within a range computed to be from 20% above to 20% below the numerical average of the high and the low posted reseller tank wagon price for No.2 oil, at Philadelphia.

BPS-L: The charge per Mcf shall be calculated by Company within a range computed to be from 20% above to 20% below the numerical average of the high and the low posted reseller tank car price for No.2 oil, at Philadelphia.

BPS-H: The charge per Mcf calculated by Company shall be set at a level not greater than the rate charged to Customers under BPS-L nor less than the rate charged to Customers under rate LBS-S.

All BPS pricing information is as published by the Journal of Commerce, or a successor publication, or where none exists, a publication selected by the Company pending final approval of the Commission, as posted in the first 12 issues of the calendar month in which the calculation is made. The price is adjusted for Btu equivalence. In no event, however, shall such charges be less than 110% of the incremental Gas costs for Gas sold under this rate schedule plus an adjustment for all applicable taxes, as determined by the Company.

The Commodity Charge for Rate BPS Customers, as calculated above, will be available by the last working day of each month, and will be applicable for the subsequent calendar month, to the extent that service under this rate can be made available. The company reserves the right to adjust the price during the month and make such information available in the event that, in the company's sole opinion, the prices warrant such adjustment.

The following Riders may apply:

MIGRATION RIDER

SPECIAL PROVISION – Air Conditioning Rider

SPECIAL PROVISION – Emergency/ Unauthorized Use Gas Rider

MINIMUM CHARGE

The monthly Minimum Charge is the Customer Charge set forth above.

GAS COST RATE

The Gas Cost Rate does not apply to this service.

CONTRACT

Standard service agreements are for not less than a one-year period. The Company reserves the right to limit the amount of Gas supplied under this rate to the annual contract quantity specified in the Service Agreement with the Customer.

GAS MEASUREMENT

The quantity of Gas consumed will be corrected for billing purposes to conditions of 14.73 pounds per square inch absolute pressure and 60 degrees Fahrenheit.

CONDITIONS OF USE

Service under this rate is interruptible. Customers electing service under this rate shall have and maintain complete and adequate standby non-Natural Gas energy (e.g., oil, propane, electric, steam, BPS-H Customers must have #4 oil as a back-up fuel) and equipment for alternate operation in the event of interruption of Gas Service. Such Customers shall also install and maintain a control device which allows the Customer to transfer the supply requirements hereunder between Gas and the alternate energy equipment upon notice from the Company that such transfer is required. The Company will notify the Customer of the requirement to transfer to the alternate energy as determined by the Company. All volumes of Gas consumed by the Customer after such notification by the Company will be billed at the Emergency Gas or Unauthorized Use Charge. However, if the Company determines that Emergency Gas Service is not available at the time of notification, the Company will notify the Customer of this condition, and the Customer shall be given a minimum of eight hours to transfer to the alternate energy. Under emergency conditions on the system, notice to the Customer may be less than eight hours. The Company may, in addition, at its discretion, shut off Customer to ensure compliance.

As long as operating conditions permit, service will be restored as determined by the Company. The Customer shall be notified by the Company of the restoration of service. At the time of the turn-on notification the Customer shall transfer from the alternate energy back to Gas. All volumes consumed by the Customer, after such notification by the Company shall be billed at the effective BPS rate.

Company utilizes telemetering equipment to measure the usage of Gas for Customers under this rate. Customer is responsible for installing and maintaining a phone line and power supply, if applicable, within reasonable access to the Gas meter location at Customer's cost. The phone line must be set up so that an outside line can be obtained without manual intervention. The phone line may be a shared line, provided, however that other equipment does not interfere with Company telemetering. If the other equipment does interfere with the Company's telemetering equipment, the Company reserves the right to require the customer, at the Customer's cost, to install a dedicated phone line.

COMPANY RULES

The provisions of this Tariff shall govern service under this Rate Schedule. PGW reserves the right to require Customers served under this Rate Schedule to provide forecasted usage data.

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LOAD BALANCING SERVICE - RATE LBS

Rate: Applicable to all Retail Services rendered pursuant to this Rate Schedule on or after September 1, 2003

AVAILABILITY

This rate is available for use in industrial and commercial establishments and multi-family residential buildings for seasonal Gas uses, where the Company's facilities are, or can economically be made, available to supply the service. Gas Service under this rate shall not be a replacement of firm Retail Sales Service or firm Transportation Service. The Company's determination as to whether the service would amount to such a replacement shall be final. An applicant for service under this rate shall be required to execute a Service Agreement, contracting for an Annual Contract Quantity of not less than 5,000 Mcf of Gas under the terms of this Tariff, in which shall be defined minimum daily quantities of Gas to be delivered. The number of Customers to receive service under this rate, at any single time, may be limited by the Company in order to maintain adequate and efficient Gas Service generally. When, in the judgment of the Company, it is not economically feasible to separately meter small incidental pilot usage, it may be billed under this rate. The LBS rate class has three components: LBS-S, LBS-L and LBS-XL.

MINIMUM QUANTITY REQUIREMENTS:

LBS-S Customers must contract for not less than 5,000 Mcf of Gas per year.

LBS-L Customers must contract for not less than 80,000 Mcf of Gas per year.

LBS-XL Customers must contract for not less than 350,000 Mcf of Gas per year.

RATES**CUSTOMER CHARGE:**

\$100.00 per month for Customers with annual consumption of less than 80,000 Mcf.

\$175.00 per month for Customers with annual consumption of between 80,000 Mcf and 350,000 Mcf, inclusive.

\$250.00 per month for Customers with annual consumption greater than 350,000 Mcf.

Plus

VARIABLE DISTRIBUTION AND COMMODITY CHARGE:

The charge per Mcf shall be calculated by Company within a range computed to be from 10% above to 20% below the numerical average of the high and the low posted consumer tank car price for No. 6 oil, having a sulphur content of 0.5% at Philadelphia. Prices for LBS-S, LBS-L and LBS-XL will be calculated as separate rates.

All pricing information is as published by the Journal of Commerce, or a successor publication, or where none exists, a publication selected by the Company pending final approval of the Commission, as posted in the first 12 issues of the calendar month in which the calculation is made. This price is adjusted for Btu equivalence. Provided further that the rate per Mcf is not less than one hundred and ten percent (110%) of the incremental Gas costs for Gas sold under this rate schedule plus an adjustment for all applicable taxes, as determined by the Company.

The rate so calculated will be available by the last working day of each month, and will be applicable for the subsequent calendar month, to the extent that service under this rate can be made available. The company reserves the right to adjust the price during the month and make such information available in the event that, in the company's sole opinion, the prices warrant such adjustment.

The following Riders may apply:

MIGRATION RIDER

SPECIAL PROVISION – Emergency/Unauthorized Use Gas Rider

MINIMUM CHARGE

The monthly Minimum Charge is the Customer Charge.

GAS COST RATE

The Gas Cost Rate does not apply to this service.

CONTRACT

Standard contracts are for not less than a one year period. The Company reserves the right to limit the amount of Gas supplied under this rate to the Annual Contract Quantity specified in the Service Agreement with the Customer. The minimum charge shall be on a monthly service period basis and shall not be less than the Customer Charge.

GAS MEASUREMENT

The quantity of Gas consumed will be corrected for billing purposes to conditions of 14.73 pounds per square inch absolute pressure and sixty degrees Fahrenheit.

CONDITIONS OF USE

Service under this rate is interruptible, and Company reserves the right to interrupt service at Company's discretion. All Customers electing service under this rate shall have and maintain complete and adequate standby non-Natural Gas energy (e.g., oil, propane, electric, steam, #5 or #6 oil as a back-up fuel) and equipment for alternate operation in the event of interruption of Gas Service. All Customers shall also install and maintain a control device which allows the Customer to transfer the supply requirements hereunder between Gas and the alternate energy equipment upon notice from the Company that such transfer is required. The Company will notify the Customer of the requirement to transfer to the alternate energy. All volumes of Gas consumed by the Customer after such notification by the Company will be billed at the Emergency Gas Charge, if Emergency Gas Service is available. However, if the Company determines that Emergency Gas Service is not available at the time of interruption, the Company will notify the Customer of this condition, and the Customer shall be given a minimum of eight hours to transfer to the alternate energy. Under emergency conditions on the system, notice to the Customer may be less than eight hours. If the Customer fails to transfer within this specified time period, all volumes consumed thereafter shall be billed as Unauthorized Use. The Company may, in addition, at its discretion, shut off service to the Customer to ensure compliance. The Customer shall be notified by the Company of the restoration of service under this Rate. At the time of the turn-on notification the Customer shall transfer from the alternate energy back to Gas. All volumes consumed by the Customer after such notification by the Company shall be billed at the appropriate LBS rate.

The Company utilizes telemetering equipment to measure the usage of Gas for Customers under this rate. The Customer, at Customer's cost, is responsible for installing and maintaining a dedicated phone line and appropriate power supply within reasonable access to the Gas meter location for use by the telemetering equipment.

COMPANY RULES

The provisions of this Tariff shall govern the supply of Gas under this classification except where noted herein. The Company reserves the right to require the Customers served under this rate to provide forecasted usage data.

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DAILY BALANCING SERVICE - RATE DB

Rate: Applicable to all services rendered pursuant to this Rate Schedule on or after September 1, 2003

Subject to the requirements of this Rate Schedule, service will be offered to Suppliers serving Rate IT Customers who can, in the sole judgment of the Company, manage their businesses without the use of Gas during periods of curtailment or interruption. Rate IT Customers who acquire Natural Gas supplies on an individual basis for their own use shall also be subject to all of the Supplier provisions of this Rate Schedule, except for those provisions related to licensing and bonding requirements. The Company will limit the number of Rate IT Customers in any single supply pool to 10. At the sole discretion of PGW, a supply pool of greater than 10 Rate IT Customers will be considered, operating conditions permitting.

AVAILABILITY

This service is available to self-transporters or Suppliers licensed by the Commission who meet the credit qualification described below. Daily balancing is provided only for the inadvertent fluctuations between the daily receipts by the Company from a Gas supplier and actual Gas usage by a Rate IT Customer or pool of Rate IT Customers. It is not intended to be used for speculation as to energy prices, to borrow Gas for later replacement, or to store Gas for future use during periods of supply shortfall. A Gas Supplier shall use its best efforts, including ongoing communication with its Rate IT Customers, to balance its daily purchases, nominations and deliveries with daily Rate IT Customer usage at all times.

CHARACTER OF SERVICE

Company assumes no liability for interruptions caused by failure of supply sources or by third parties and shall not be obligated to deliver Gas under this rate schedule on any day that Gas is not received at its gate station. Suppliers are advised that the Company may curtail (reduce) or interrupt deliveries to the Rate IT Customer whenever, at the Company's sole discretion, it determines that the available capacity in all or a portion of its system is projected to be insufficient to meet the requirements of all Rate IT Customers or in the event a NGS fails to meet delivery obligations.

CREDIT QUALIFICATION

Suppliers must meet the credit requirement for the quantity of Gas proposed to be supplied. The company will determine credit required to be equal to 30 days of average daily usage for each Rate IT Customer served multiplied by the applicable Distribution Charge. Applications for service under this rate schedule can be obtained on the Company's bulletin board or from the Marketing Department representative. Completed credit applications must be signed by a responsible corporate officer, and must include a current audited financial statement, annual report, 10-K reports or other filings with regulatory agencies which discuss the supplier's financial status, a list of corporate affiliates, parent companies and subsidiaries, and any available reports from credit reporting and bond rating agencies. Financial data from a corporate parent will be acceptable from a supplier in order to satisfy credit worthiness criteria. A non-refundable credit investigation fee of \$400.00 must accompany the application.

Suppliers who do not meet the Company's standard for creditworthiness will be required to provide: (a) a parent guaranty in a form acceptable to the Company; or (b) security in the form of a cash deposit, a standby irrevocable letter of credit drawn upon a bank acceptable to the Company, or a performance bond issued by a surety company acceptable to the Company. Suppliers with limited credit qualification may be restricted as to the quantity of Gas that the Company is obligated to accept for delivery to Rate IT Customers on any day.

Supplier is responsible for providing updated financial credit information to the Company: (a) upon the occasion of any significant change to the supplier's financial condition; or (b) routinely not less than sixty (60) days prior to the annual rollover of the supplier's service agreement. At that time, all credit qualification criteria will be reviewed, and reevaluated if necessary.

SERVICE AGREEMENT

Supplier must execute a service agreement in the form prepared by the Company. The standard agreement shall have an initial term of one year, and shall continue from month to month thereafter, subject to continued credit qualification and licensing, unless terminated by the supplier or the Company upon written notice to the other not less than 60 days prior to the end of a term. The Company may also terminate a service agreement at any time as provided by law or by provisions of this Tariff. Agreements will become effective only on the first day of a calendar month.

SUPPLY POOLS

Supplier shall provide to the Company, electronically or in other format specified by the Company, a listing of all Customer accounts to be included in its supply pool(s) no later than 12:00 noon on the fifth (5th) business day prior to the start of each calendar month. The Company shall not be obligated to add or delete accounts at any time other than the start of a calendar month.

BALANCING

1. QUANTITIES

The maximum daily quantity that the Company is obligated to receive into its system shall be the sum of the total daily transportation quantities of the Rate IT Customers in a supply pool. The Company may, however, upon notice to the supplier, refuse to accept daily quantities in excess of projected Rate IT Customer usage when required by system operating conditions.

2. GAS DAY

Each Gas day shall begin and end at 10:00 AM Eastern standard or daylight-saving time, as applicable.

3. NOMINATIONS

Supplier shall provide to the Company, electronically or in other format specified by the Company, nominations for flowing Gas no later than 12:00 noon the day prior to Gas day for the interstate pipeline on which Gas is being shipped to the Company's system.

4. VOLUME ADJUSTMENT

The quantity of Gas received into the Company's system for the supplier's account shall be based on the final interstate pipeline nomination for each Gas day, as confirmed by the Company, adjusted for the unaccounted-for Gas as percentage of the total volume of Gas delivered into its system for Rate IT Customers' account. The percentage of Gas to be retained by the Company shall be equivalent to the percentage for total system line loss and unaccounted-for, as utilized in the Company's currently effective GCR.

5. USAGE DATA

The Company shall provide supplier with applicable usage data (the "Daily Usage Quantity" below) for each Rate IT Customer in a supply pool, and for the supply pool as a whole. This information will be available electronically or in other format specified by the Company within 24 hours of the end of each Gas day.

PHILADELPHIA GAS WORKS

6. BALANCING LIMITS AND CHARGES

Daily balancing, and the reconciliation of end-of-month imbalances, shall be governed by the definitions, limits and charges set forth below:

- (a) Daily Receipt Quantity. The supplier's confirmed pipeline nomination quantity, adjusted for unaccounted for Gas, for the Gas day.
- (b) Daily Usage Quantity. Gas used by the Rate IT Customer(s) in a supply pool during the 24-hour Gas day as recorded by the Company's meter(s) at the Rate IT Customer location(s).
- (c) Allowable Daily Variation. The daily usage quantity must be within plus or minus five percent (+/-5%) of the daily receipt quantity.
- (d) Daily Imbalance Surcharge. Supplier shall be charged \$0.50 for each Dth outside the applicable allowable daily variation
- (e) Daily Market Index Price. The prices published each day in Gas Daily (or successor publication or where none exists a publication selected by the Company) under the heading "Citygate Prices" for deliveries at "Texas Eastern M-3" and "Transco Z6 [non-NY]" (or applicable headings of a successor publication.) Whenever a price is published as a range, the value used for that day would be the midpoint of the range.
- (f) Monthly Imbalance Reconciliation. Imbalances remaining at the end of a month in each supply pool shall be reconciled to zero in accordance with the following schedule. All cost calculations shall reflect the appropriate adjustment for unaccounted for Gas, and for average heating value where applicable.
 - 1. Monthly usage quantities that exceed monthly receipts by up to 2.5% shall be carried forward to the Supplier's monthly usage quantities for the subsequent month of service for the purpose of calculating Supplier's monthly imbalance in the subsequent month; provided, however, that if Supplier shall cease to be a Supplier pursuant to this Rate Schedule, then, usage quantities that exceed monthly receipts by up to 2.5% during the Supplier's last month on PGW's system shall be purchased by the Supplier at the higher of: (a) 100% of the average of the two highest Daily Market Index Prices for the monthly period beginning on the first day of the month; or (b) 100% of the Company's highest incremental supply cost for the month.
 - 2. Monthly usage quantities that exceed monthly receipts by more than 2.5% shall be purchased by the supplier at the higher of: (a) 150% of the average of the two highest Daily Market Index Prices for the monthly period beginning on the first day of the month; or (b) 150% of the Company's highest incremental supply cost for the month.
 - 3. Monthly receipt quantities that exceed monthly usage by up to 2.5% shall be carried forward to the Supplier's monthly receipt quantities for the subsequent month of service for the purpose of calculating Supplier's monthly imbalance in the subsequent month; provided, however, that if Supplier shall cease to be a Supplier pursuant to this Rate Schedule, then, receipt quantities that exceed monthly usage by up to 2.5% during the Supplier's last month on PGW's system shall be purchased by Company at the lower of: (a) 100% of the average of the two (2) lowest Daily Market Index Price for the monthly period beginning on the first day of the month; or (b) 100% of the Company's lowest incremental supply cost for the month..
 - 4. Monthly receipt quantities that exceed monthly usage by more than 2.5% shall be purchased by the Company at the lower of: (a) 75% of the average of the two (2) lowest Daily Market Index Price for the monthly period beginning on the first day of the month; or (b) 75% of the Company's lowest incremental supply cost for the month.

5. To facilitate this management and to avoid or correct imbalances, Rate IT Customer may modify the quantities it intends to have delivered to Company's City Gate in accordance with the nomination procedure of the delivering pipeline. All delivery arrangements must be coordinated with Company's representative in a manner deemed acceptable by Company. The Company may decline a revised nomination for specific operating reasons, where granting such would threaten the reliability of firm supply.

OPERATIONAL FLOW ORDERS (OFOs)

1. NOTICE

In order to alleviate operating conditions which threaten the integrity or safe operation of the Company's distribution system or interfere with the Company's ability to provide reliable firm service, the Company shall notify the supplier, electronically or in other format specified by the Company, of the issuance of an Operational Flow Order (OFO). The Company will endeavor to provide notice of the commencement of an OFO to the supplier not less than four hours in advance. Notice of the termination of an OFO may be made at any time, and shall specify the date and time of the termination.

2. ACTION REQUIRED

OFO notices will contain specific instructions as to the action(s) required of the supplier. The normal daily balancing tolerances specified in this Tariff may be reduced or eliminated for the duration of the OFO. The supplier shall be responsible for any communication with Rate IT Customers in the supply pool that may be necessary for the supplier's compliance with OFO requirements.

3. OFO ISSUANCE

The Company may issue OFOs that apply to Rate IT Customers receiving service under this rate schedule as follows:

(a) OFOs may be issued in the Company's sole judgment to:

1. Protect the integrity of the Company's Gas system;
2. Assure deliveries of Gas supplies to all of the Company's sales Rate IT Customers;
3. Adhere to the various interstate pipeline companies' balancing or delivery requirements; or
4. Provide adequate storage levels.

(b) OFOs may be issued concerning an individual Rate IT Customer, an aggregation pool, or an entire rate class of Rate IT Customers.

(c) In order to address operational reliability or to prevent undue cost shifting the Company will have the authority to require Supplier to direct a Rate IT Customer, or where the Rate IT Customer is part of an aggregation pool, the Rate IT Customer's Pool Administrator, to adjust daily scheduled volumes to a specified level or to deliver Gas to specified receipt point(s) into the Company's distribution system or to receipt points prescribed by upstream pipelines.

(d) Failure to comply with an OFO will result in the billing of the following charges when the actual daily usage exceeds the daily flowing volume:

1. Penalties as defined in the tariff on the difference, and
2. Payment of all other charges incurred by the Company on the date of the OFO that result from the Shipper's failure to comply with the OFO, including a proportionate share of any pipeline penalties that are incurred by the Company.

(e) Types of circumstances under which the Company may determine to issue an OFO include, but are not limited to:

1. Responding to an event of force majeure;
2. Accommodating capacity limitations resulting from the need to perform maintenance and/or repairs;
3. Ensuring current and future storage capabilities and levels;
4. Maintaining operational pressures, adequate Gas supplies and line pack required to provide an efficient and reliable service;
5. Responding to any event which the Company believes in its sole judgment may jeopardize the integrity of its system.

(f) The requirements of OFOs shall be as localized as possible. If only discrete segments of the Company's system are affected by operational difficulties, then OFOs shall be limited to those segments of the system. The Company shall lift any effective OFO promptly upon the remedy or cessation of the operating conditions that caused the issuance of the OFO.

4. PENALTIES

Penalty charges to Suppliers for Gas used by Rate IT Customers in excess of the limits or conditions stated in an OFO shall be the greater of: (a) the applicable daily market index price plus \$25.00 per Dth; or (b) the actual cost or penalty incurred by the Company as a result of the violation by the supplier and/or the Rate IT Customers in the supply pool. Penalty charges for Gas received into the Company's system in excess of the conditions stated in an OFO shall be the greater of: (a) \$25.00 per Dth plus the acquisition of the excess Gas by the Company at no cost; or (b) the actual cost or penalty incurred by the Company as a result of the violation by the supplier and/or the Rate IT Customers in the supply pool plus the acquisition of the excess Gas by the Company at no cost.

COMMUNICATION REQUIREMENTS

Supplier is responsible for providing to the Company updated mailing and electronic addresses, as well as fax and voice telephone numbers, for communication of administrative and operational information on a 24-hour per day, seven-day per week basis. When curtailment or interruption of Rate IT Customers is required pursuant to rate schedule IT, the Company will provide notice to the supplier, electronically or in other format specified by the Company, as soon as practicable after notice is given to the affected interruptible Rate IT Customers of the imposition or lifting of such curtailment or interruption. Communication with interruptible Rate IT Customers that may be required in conjunction with the supplier's OFO obligations is the responsibility of the supplier.

CHARGES AND PAYMENTS

1. MONTHLY BILL

The monthly billing statement shall include the charges and/or credits related to balancing and OFOs, plus a monthly administrative charge of \$150.00 per supply pool per month.

2. Standby Service charges if applicable shall apply to this rate.

SPECIAL PROVISIONS

1. TITLE

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 Rate IT Customer(s) for whom Gas was received for redelivery. The Company's furnishing of Transportation Service shall be complete upon delivery to the Rate IT Customer(s) of Gas received.

2. COMPANY LIABILITY

The Company shall not be liable, under any circumstances or in any respect, to a Rate IT Customer, to a producer of Gas, to a supplier, or to any other person or entity for damages arising either directly or indirectly from curtailment, interruption or termination of Transportation Service that is consistent with this Tariff, the applicable sections of the Public Utility Code, and/or the regulations of the Commission.

3. SUPPLIER LIABILITY

The penalty provisions of this rate schedule apply only to the specific services rendered hereunder. They do not absolve supplier from liability in the event of a civil suit or any other claim of damages by producers, pipelines, Rate IT Customers or the Company in conjunction with the supplier's failure to deliver Gas.

COMPANY RULES

The provisions of this Tariff shall govern the service under this classification except where noted herein.

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INTERRUPTIBLE TRANSPORTATION - RATE IT

Rate: Applicable to all Gas transported on or after September 1, 2003

For service under this rate, each meter shall be considered a separate Customer. Parallel meters that serve a single Customer fuel line will be considered as one meter. PGW will transport Gas to a Customer through one meter at one premise. Subject to the above limitations and the requirements of this rate schedule, service will be offered to interruptible Customers, who can in the sole judgment of the Company, manage its business without the use of Gas during periods of curtailment or interruption. Each Customer must contract for a minimum of 15,000 Dth/year or up to 10 Customers may aggregate their loads into a supplier pool that meets the 15,000 Dth/year requirement.

AVAILABILITY

This service is available to any Commercial or Industrial Gas user, subject to the specific requirements set forth in this section. It consists of the receipt of a daily quantity of Gas by the Company from a Gas Supplier under Rate DB, the transportation of Gas through the Company's facilities, and the delivery of an equivalent quantity of Gas to the Customer, adjusted for unaccounted-for Gas. Customers are subject to curtailment or interruption at any times. Customers served under this rate schedule who acquire gas supplies on an individual basis for their own use shall also be subject to all of the Gas Supplier provisions of rate schedule DB (Daily Balancing), except for those provisions related to licensing and bonding requirements.

SPECIAL METERING EQUIPMENT

This service requires the electronic transmission of metering data from the Customer's meter location to the Company on a daily basis. The metering equipment requires electric power supply compatible with the Company's equipment and a dedicated telephone line, both of which shall be provided by the Customer. Each Customer, prior to the initiation of service, shall pay the Company in full for facilities to record and transmit metering data, which payment shall not be subject to refund under any circumstances. Customer shall be responsible for ongoing maintenance of the electric power supply and dedicated telephone line, and shall reimburse the Company for expenses incurred to obtain daily metered usage during periods when the electric power and/or the telephone line is unavailable.

SERVICE AGREEMENT

Customer must execute a service agreement in the form prepared by the Company. Such agreement shall specify, among other things, the maximum daily interruptible transportation quantity or the total daily capacity of the Customer's equipment. The standard agreement shall have a term of not less than one year, and shall continue from month to month thereafter unless terminated by the Customer or the Company upon written notice to the other not less than 60 days prior to the end of a term. The Company may terminate a service agreement at any time as provided by law or by provisions of this Tariff. A service agreement for a period of more or less than one year may be executed only upon the mutual agreement of the Company and the Customer. Service initiation cannot take place until the special metering equipment is installed and operating to the Company's satisfaction. Service will be initiated only on the first day of a calendar month.

INTERRUPTIBLE SERVICE

1. QUALITY OF SERVICE

Company assumes no liability for interruptions caused by failure of supply sources or by third parties such as Suppliers and shall not be obligated to deliver Gas under this rate schedule on any day that Gas is not received at its gate station for the Customer's account except as specified under provisions for Standby Service contained herein. The Company may curtail (reduce) or interrupt deliveries to the Customer whenever, at the Company's sole discretion, it determines that the available capacity in all or a portion of its system is projected to be insufficient to meet the requirements of all Customers or in the event a NGS fails to meet delivery obligations. Although the Company will endeavor to provide as much notice as is reasonable and practical, the Customer shall maintain the ability to curtail or interrupt usage upon eight hours notice. In the event of a system emergency, upon notice by the Company, the Customer shall use its best efforts to curtail or interrupt usage upon less than eight hours notice.

2. INTERRUPTIBLE CAPABILITY

In order to qualify for interruptible daily Transportation Service under this Rate Schedule, a Customer must: (1) have installed and operable alternate fuel equipment, including appropriate fuel storage capacity, capable of displacing the daily quantity of Gas subject to curtailment or interruption; or (2) or in the alternative demonstrate to the Company's sole satisfaction the ability to manage its business without the use of Gas during periods of curtailment or interruption.

3. REQUIREMENTS

Customer is responsible for providing to the Company continuously updated mailing and electronic addresses, as well as fax and voice telephone numbers, for communication of interruption notices on a 24-hour per day, seven-day per week basis. Interruption notices shall be considered received by the Customer upon transmission by the Company to the electronic address and/or telephone number provided by the Customer.

4. PENALTIES FOR UNAUTHORIZED USAGE

During any period of curtailment or interruption, the Company shall have the right to immediate access, without prior notice to the Customer, to inspect the Company's Gas measurement equipment and all Gas-using facilities at the Customer's premises. If the Company determines that the Customer is using or has used a quantity of Gas in excess of the quantity authorized by the notice of curtailment or interruption, the Company shall have the right to impose the following penalties: (a) to take measures to physically restrict the flow of Gas into the Customer's premises, or, if flow restriction is not practical, to terminate service; and, (b) to impose a penalty equal to the greater of any actual cost incurred or penalty imposed upon the Company as a result of the violation by the Customer, or \$25.00/Dth, in addition to the Company's cost of the Gas used, for each Dth taken in excess of the quantity authorized in the notice. In addition to the foregoing, the Customer shall hold the Company harmless and defend the Company against any and all claims against the Company arising from service problems caused or materially contributed to by the Customer's violation of the notice of curtailment or interruption.

LEVELS OF SERVICE

Customers will be placed into their corresponding rate class. The Company at its sole discretion will determine the level of service.

1. IT-1

This interruptible rate will be available to Customers who otherwise do not qualify for rates IT-2 through IT-8.

2. IT-2

An Applicant for service under this rate shall be required to execute a service agreement, contracting for not less than 2,500 Dth of Gas Transportation Service per year under the terms of this Tariff, in which shall be defined maximum and minimum quantities of Gas to be delivered. Customers electing service under this rate shall have and maintain complete and adequate standby non-natural Gas energy (e.g., oil, propane, electric, steam) and equipment for alternate operation in the event of interruption of Gas Service.

3. IT-3

An Applicant for service under this rate shall be required to execute a service agreement, contracting for not less than 5,000 Dth of Gas Transportation Service per year under the terms of this Tariff, in which shall be defined maximum and minimum quantities of Gas to be delivered. Customers electing service under this rate shall have and maintain complete and adequate standby non-natural Gas energy (e.g., oil, propane, electric, steam) and equipment for alternate operation in the event of interruption of Gas Service.

4. IT-4

An Applicant for service under this rate shall be required to execute a service agreement, contracting for not less than 5,000 Dth of Gas Transportation Service per year under the terms of this Tariff, in which shall be defined maximum and minimum quantities of Gas to be delivered. Customers electing service under this rate shall have and maintain complete and adequate standby No. 4 oil and equipment for alternate operation in the event of interruption of Gas Service.

5. IT-5

An Applicant for service under this rate shall be required to execute a service agreement, contracting for not less than 5,000 Dth of Gas Transportation Service per year under the terms of this Tariff, in which shall be defined maximum and minimum quantities of Gas to be delivered. Customers electing service under this rate shall have and maintain complete and adequate standby No. 5 or No. 6 oil and equipment for alternate operation in the event of interruption of Gas Service.

6. IT-6

An Applicant for service under this rate shall be required to execute a service agreement, contracting for not less than 80,000 Dth of Gas Transportation service per year under the terms of this Tariff, in which shall be defined maximum and minimum quantities of Gas to be delivered. Customers electing service under this rate shall have and maintain complete and adequate standby non-natural Gas energy (e.g., oil, propane, electric, steam) and equipment for alternate operation in the event of interruption of Gas Service.

7. IT-7

An Applicant for service under this rate shall be required to execute a Service Agreement, contracting for not less than 350,000 Dth of Gas Transportation Service per year under the terms of this Tariff, in which shall be defined maximum and minimum quantities of Gas to be delivered. Customers electing service under this rate shall have and maintain complete and adequate standby non-natural Gas energy (e.g., oil, propane, electric, steam) and equipment for alternate operation in the event of interruption of Gas Service.

8. IT-8

An Applicant for service under this rate shall be required to execute a service agreement, in which shall be defined maximum and minimum quantities of Gas to be delivered. Service shall be for Gas Transportation Service for use in any form of combined cooling, heating and power production where there is sequential usage of energy in at least two distinct applications from the same fuel source or in sequential production of electrical energy and useful thermal energy from the same fuel source by a qualifying facility as defined in Section 201 of the Public Utilities Regulatory Policies Act of 1978. The determination by the Company as to the Customer's ability to co-generate will be final. Customers electing service under this rate shall have and maintain complete and adequate standby non-natural Gas energy (e.g., oil, propane, electric, steam) and equipment for alternate operation in the event of interruption of Gas Service.

CHARGES

1. MONTHLY BILL

The monthly bill shall consist of the sum of the monthly Customer charge and the Distribution Charge as detailed below:

<u>CUSTOMER CHARGE</u>	<u>(\$ Per Meter Per Month (Parallel Meters are considered one meter))</u>
IT-1:	75
IT-2:	75
IT-3:	150
IT-4:	150
IT-5:	150
IT-6:	250
IT-7:	250
IT-8:	250

The Customer may elect either a fixed annual Distribution Charge or a variable monthly Distribution Charge. The variable charge shall be the monthly interruptible Variable Distribution Charge as experienced by the Company during the month of distribution. The Customer shall make an election of either annual fixed or monthly variable Distribution Charge pricing prior to the initiation of service hereunder.

<u>DISTRIBUTION CHARGE</u>	<u>Max Rate (\$) Per Dth Delivered</u>
IT-1:	3.81
IT-2:	3.58
IT-3:	1.66
IT-4:	1.23
IT-5:	0.81
IT-6:	0.80
IT-7:	0.72
IT-8:	0.73

2. The above rates may be adjusted pursuant to the terms of Section 2.3 of this Tariff (permitting non-scheduled rates and/or terms of service at the sole discretion of the Company).

CONDITIONS OF USE

1. The Company shall not be obligated to incur the cost of additional facilities to provide Transportation Service hereunder for existing load. Nonetheless, in the event the Company elects to provide additional facilities, which in the Company's sole judgment are required to provide Transportation Service, the cost of such facilities shall be the responsibility of the Customer. Customers may Appeal the Company's judgment to the Commission. The Company shall provide, install, own and maintain such facilities. Where applicable, extensions and enlargements of Gas supply facilities for qualifying new load shall be in accordance with Section 10 of this Tariff.
2. 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.
3. The Company may retain for unaccounted-for Gas a percentage of the total volume of gas delivered into its system for Customer's account. The percentage of Gas to be retained by the Company shall be equivalent to the percentage of unaccounted-for Gas, as utilized in the Company's currently effective GCR. This condition may be revised as appropriate, by the individual service agreement, where the transported Gas can be delivered directly to the Customer without commingling with other distribution system supplies.
4. In the event that the Company declares an emergency situation it may, at its discretion, divert Customer's Gas for such purposes as Company deems appropriate and Customer will be compensated for such Gas at the cost at which the Customer acquired the Gas, at the Customer's cost of the alternate fuel utilized or at the Company's avoided cost of Gas during the billing month, whichever is highest. The Customer shall demonstrate its cost of Natural Gas or replacement fuel by making a copy of its purchase contract available to Company upon request. All Gas purchased by the Company will be credited to the Customer's account.

DELIVERY QUANTITIES

The Company shall not be obligated to deliver or accept for delivery volumes in excess of the maximum hourly, daily or monthly volumes specified in the service agreement. It is the intent of the Company that the Customer so manage his arrangements for daily deliveries of Gas that they approximately equal his combined daily Gas usage and that volume retained for unaccounted-for Gas adjustment. The quantities of Gas received on Customer's behalf will be balanced monthly and daily on a thermally equivalent basis with those quantities re-delivered or retained for line loss and unaccounted for adjustment. For this thermal correction quantities will be multiplied by a fraction; the numerator of which is the weighted average Btu content per cubic foot of either the Company's system (if commingled) or the individual transporting pipeline (if not commingled), and the denominator is a reference Btu content of 1,000 Btu per cubic foot.

STANDBY SERVICE

Contingent upon the Company's ability to arrange the required supply contracts, a Customer may contract for Standby Service to purchase Gas from the Company under a specified Retail Rate Schedule, in the event that the Customer experiences an interruption or curtailment in Transportation Service by a Supplier. The contract term for Standby Service shall be a minimum of one year. The maximum volume of Gas that the Company is obligated to provide under Standby Service on any Gas day shall be specified in the individual service agreement. Volumes taken in excess of the specified daily standby limits, except for those volumes authorized and supplied by the Company under an applicable retail rate, shall be purchased by the Customer at the higher of: (a) 150% of the average of the two highest Daily Market Index Prices for the monthly period beginning on the first day of the month; or (b) 150% of the Company's highest incremental supply cost for the month.

A Customer contracting for Standby Service shall pay a monthly reservation charge. This charge shall be based on the demand charge paid by the Company to its highest cost pipeline and then applied to the supplier's Standby Service Quantity as specified in the individual Service agreement. The Company may revise the reservation charge no more frequently than monthly to reflect changes in the pipeline demand and related charges. The reservation charge prorated on a daily basis will be credited to all volumes purchased under the standby service. In addition, at the end of each contract year, the Customer will be assessed those minimum bill or take-or-pay charges actually paid by the Company to its own suppliers, which are attributable to the volume reserved but not taken under this Standby Service.

LIABILITY

The Company shall not be liable for curtailment of service under this rate schedule 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 rendering of service hereunder, and regardless of any defect in such law, regulation or order.

The Company reserves the right to commingle transport Gas with its other supplies but Gas is and remains the property of the Customer while being 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. The Company shall not be liable for any loss to the Customer or any other entity or person(s) arising from or out of service under this rate schedule, including loss of Gas in the possession of the Company or any other cause.

COMPANY RULES

The provisions this Tariff shall govern the service under this classification except where noted herein.

The following Riders may apply:

MIGRATION RIDER

**GAS TRANSPORTATION SERVICE - RATE GTS
FIRM SERVICE**

Rate: Applicable to all Transportation Services rendered pursuant to this Rate Schedule on or after September 1, 2003

AVAILABILITY

This rate is only available to those customers who utilized this service on or before September 1, 2003 pursuant to a currently valid agreement with the Company.

CHARACTER OF SERVICE

Transportation Service under this rate schedule is firm and shall be interrupted only in cases of operating emergencies experienced by the Company. Company assumes no liability for interruptions caused by failure of supply sources or by third parties such as Suppliers and shall not be obligated to deliver Gas under this rate schedule on any day that Gas is not received at its gate station for the Customer's account except as specified under provisions for Standby Service contained herein.

MONTHLY RATE

The Monthly Charge shall be the sum of the following:

1. **CUSTOMER CHARGE:** \$250.00 per month.

2. **DELIVERY CHARGE:**

The Delivery Charge applicable for each Customer shall be specified in the individual Transportation Service Agreement.

3. **TRANSPORTATION SURCHARGE:**

The Customer shall reimburse Company for any expense actually incurred for Customer's benefit from third party sources in the provision of this Service, such as directly assignable taxes, pipeline balancing penalties, governmentally imposed charges, and contingent liability for external transportation charges and fuel requirements. Additionally, for existing Customers, any unavoidable Gas supply costs (e.g., pipeline demand charges) incurred on the Customer's behalf, may be recovered under this surcharge. Such surcharge is in addition to charges specified elsewhere in this rate schedule. Such potential charges are to be specifically defined and identified in the individual Transportation Service agreement.

4. **STANDBY SERVICE CHARGES, IF APPLICABLE:**

See Standby Service Provision.

5. **MINIMUM MONTHLY CHARGE:**

The minimum monthly charge shall be the Customer Charge.

GAS COST RATE

The GCR shall not apply to transported volumes. Similarly, such transported volumes and any expenses related to such volumes shall be excluded from all calculations determining such GCR.

CONTRACT TERM

The duration of the transportation contract shall be as specified in the required individual Service Agreement. In no event shall the contract term be for a period of less than one year.

STANDBY SERVICE

Contingent upon the Company's ability to arrange the required supply contracts, a transportation Customer may contract for Standby Service to purchase Gas from the Company under a specified retail Rate Schedule, in the event that the customer experiences an interruption or curtailment in Transportation Service by a Supplier. The contract term for Standby Service shall be a minimum of one year. The maximum volume of Gas that the Company is obligated to provide under the Standby Service on any day shall be specified in the individual Service Agreement. Volumes taken in excess of the specified daily limits, except for those volumes authorized and supplied by the Company under an applicable retail rate, may be subject to a charge of \$10 per Mcf if arrangements have been made for Emergency Service or \$20 per Mcf for all unauthorized volumes.

Under this Standby Service, upon proper notice, and as soon as operations permit, the Customer may convert some or all of their firm Transportation Service to the specified equivalent retail sales service during the effective period of this Standby Service agreement. The Company is not obligated to provide retail sales service to a transportation Customer if the Customer has not contracted for Standby Service. Eligibility for such a Customer to receive retail Gas Service shall be no different than any other person or entity who is at the time making application for service as a new Customer.

A Customer contracting for Standby Service shall pay a monthly reservation charge that is equivalent to the demand charge paid by the Company to its highest cost pipeline supplier applied to the Customer's maximum Daily Contract Quantity as specified in the individual service agreement. The Company may revise the Reservation Charge no more frequently than monthly to reflect changes in the pipeline demand and related charges. The reservation charge prorated on a daily basis will be credited to all volumes purchased under the Standby Service. In addition, at the end of each contract year, the Customer will be assessed those minimum bill or take-or-pay charges actually paid by the Company to Suppliers, which are attributable to the volume reserved but not taken under this Standby Service.

STANDBY SERVICE - SPECIAL PROVISION

For Customers contracting for delivery by the Company of 10,000 Mcf per day or more of transportation Gas, the terms and conditions under which Standby Service will be provided will be as specified in their individual service agreements, in lieu of the above.

TERMS OF PAYMENT

Bills will be rendered and payment terms applied in accordance with this Tariff.

CONDITIONS OF USE

1. The Company shall not be obligated to incur the cost of additional facilities to provide Transportation Service hereunder for existing load. Nonetheless, in the event the Company elects to provide additional facilities, which in the Company's sole judgment are required to provide Transportation Service, the cost of such facilities shall be the responsibility of the Customer. Customers may appeal the Company's judgment to the Commission. The Company shall provide, install, own and maintain such facilities. Where applicable, extensions and enlargements of Gas supply facilities for qualifying new load shall be in accordance with Section 10.
2. 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.
3. The Company may retain for line loss and unaccounted-for Gas a percentage of the total volume of Gas delivered into its system for Customer's account. The percentage of Gas to be retained by the Company shall be equivalent to the percentage for total system line loss and unaccounted-for, as utilized in the Company's annual operating budget. This condition may be revised as appropriate, by the individual service agreement, where the transported Gas can be delivered directly to the Customer without commingling with other distribution system supplies.
4. In the event that the Company declares an emergency situation it may, at its discretion, divert Customer's Gas for such purposes as Company deems appropriate and Customer will be compensated for such Gas at the cost at which the Customer acquired the Gas, at the Customer's cost of the alternate fuel utilized or at the Company's avoided cost of Gas during the billing month, whichever is highest. The Customer shall demonstrate its cost of Natural Gas or replacement fuel by making a copy of its purchase contract available to Company upon request. All Gas purchased by the Company will be credited to the Customer's account.

5. NOTICE AND BALANCING

The Notice and Balancing conditions shall be the following, except as otherwise provided in the individual service agreement.

The Company shall not be obligated to deliver or accept for delivery volumes in excess of the maximum hourly, daily or monthly volumes specified in the service agreement.

It is the intent of the Company that the Customer so manage his arrangements for daily deliveries of Gas that they approximately equal his combined daily Gas usage and that volume retained for line loss and unaccounted for adjustment. To facilitate this management and to avoid or correct imbalances, Customer may modify the quantities it intends to have delivered to Company's city gate in accordance with the monthly and daily nomination procedure of the delivering pipeline. All delivery arrangements must be coordinated with the Company in a manner deemed acceptable by Company. Company shall, within the limitations of its system, assist in the balancing effort.

The quantities of Gas received on Customer's behalf will be balanced monthly on a thermally equivalent basis with those quantities re-delivered or retained for line loss and unaccounted for adjustment. For this thermal correction quantities will be multiplied by a fraction; the numerator of which is the weighted average Btu content per cubic foot of either the Company's system (if commingled) or the individual transporting pipeline (if not commingled), and the denominator is a reference Btu content of 1,000 Btu per cubic foot.

Notice will be provided by the Company, at the time of each individual Customer's daily nominations, as to the availability of retail Gas backup in accordance with operating conditions and their contractual service obligations. On any day when retail backup is declared unavailable, all volumes used (including adjustment for line loss and unaccounted for Gas) in excess of that delivered on such Customer's behalf that day, will be excluded from their daily and monthly balancing provisions. Such Gas will be billed for at the rate of \$10 per Mcf if emergency Gas was initially requested and approved or at the rate of \$20 per Mcf if Unauthorized.

Allowable Imbalances

Imbalances except as noted above, may be permitted within a range of $\pm 10\%$ on a daily basis if adjusted within $\pm 5\%$ by month's end. Company will advise Customer of potential imbalance conditions periodically to facilitate correction. But repeated excessive overruns or underruns of the hourly and daily Gas volumes received for Customer's account may be considered grounds for termination of service under this rate. Monthly imbalances within the allowable limits shall be resolved through mutual adjustment of initial deliveries in the subsequent month of service.

Correction For Quantities Outside Range Of Allowable Imbalances

All volumes utilized in excess of the allowable monthly overrun, where retail sales backup had been authorized, will be considered sold to the Customer under the applicable equivalent retail rate.

All volumes delivered to the Company that remain unaccepted by the Customer, in excess of the allowable monthly underrun may be offered for sale to the Company or stored at the Customer's option. Gas may be purchased by the Company at a rate not to exceed the Company's avoided cost of Gas for the month of delivery. In the event that the Company does not elect to purchase volumes in excess of the allowable underrun, a service charge for all such volumes carried forward by the Company will be made. These volumes will be the first deliveries in the subsequent month. The unit rate for this service charge will be the volumetrically weighted average of the 100% load factor unit cost of the Company's pipeline storage contracts as utilized in the Company's annual operating budget. Upon temporary suspension of deliveries or termination of Rate GTS service, any existing underrun imbalance shall be corrected within 60 days of the end of the month in which final deliveries are made. Otherwise they become the property of the Company at no cost to the Company.

6. EMERGENCY GAS

Emergency Gas is defined as a service to be offered by the Company when Gas is not available under the otherwise applicable retail sales service, provided certain conditions apply and terms are met, and that the quantities of Gas available to the Company and the distribution facilities are adequate to provide this service without jeopardizing the physical or economic operation of the Company. The cost of providing this emergency service is \$10.00 for each thousand cubic feet of Gas used. The minimum charge for this service is \$100.00 per occurrence.

Customers who feel they may have to avail themselves of this service should send for a copy of the terms and conditions of availability under which this emergency service may be obtained.

7. UNAUTHORIZED USE

If a Customer uses this service after being notified that service under this schedule is not available, or uses this service in excess of authorized limitations when established and duly notified, all such unauthorized usage shall be billed at the rate of \$20.00 for each Mcf. In addition, Company may, at its discretion, refuse to accept delivery from the Customer's Supplier, and physically shut off Customer to ensure compliance.

8. LIABILITY

The Company shall not be liable for curtailment of service under this rate schedule 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 rendering of service hereunder, and regardless of any defect in such law, regulation or order.

The Company reserves the right to commingle transport Gas with its other supplies but Gas is and remains the property of the Customer while being 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.

The Company shall not be liable for any loss to the Customer or any other entity or person(s) arising from or out of service under this rate schedule, including loss of Gas in the possession of the Company or any other cause.

COMPANY RULES

The provisions of this Tariff shall govern the service under this classification except where noted herein.

**GAS TRANSPORTATION SERVICE - RATE GTS
INTERRUPTIBLE SERVICE**

Rate: Applicable to all Transportation Services rendered pursuant to this Rate schedule on or after September 1, 2003

AVAILABILITY

This rate is only available to those customers who utilized this service on or before September 1, 2003 pursuant to a currently valid agreement with the Company.

CHARACTER OF SERVICE

Transportation service under this rate schedule is interruptible, paralleling the character of service of the otherwise applicable retail sales tariff. Service under this rate schedule shall be subordinate to all firm retail sales services and firm Transportation Services provided by the Company. The Company, at its sole discretion and on a best efforts basis, will endeavor to transport volumes received at the Company's city gate for the Customer's account during periods when the otherwise applicable retail service is not available.

Company assumes no liability for interruptions caused by failure of supply sources or by third parties such as Suppliers and shall not be obligated to deliver Gas under this rate schedule on any day that Gas is not received at its gate station for the Customer's account except as specified under provisions for Standby Service contained herein.

MONTHLY RATE

The Monthly Charge shall be the sum of the following:

1. **CUSTOMER CHARGE:** \$250.00 per month.
2. **DELIVERY CHARGE:**

The Customer may elect either (i) a fixed annual Delivery Charge based on the annual interruptible margin in effect for the Company's operating fiscal year (currently September through August), or (ii) a variable monthly Delivery Charge. This variable charge shall be the monthly interruptible margin as experienced by the Company during the month of delivery. The Delivery Charge for volumes transported during periods when the otherwise applicable retail service is not available shall be as specified in the individual service agreement.

The Customer shall make an election of either the fixed or variable Delivery Charge pricing methodology prior to the initiation of service hereunder and at each subsequent September 1st thereafter, to be effective for the following twelve months, or portion thereof, of the contract period.

The Delivery Charge applicable for each Customer shall be specified in the individual Transportation Service agreement and is subject to revision from time to time as authorized by the Commission.

3. **TRANSPORTATION SURCHARGE:**

The Customer shall reimburse Company for any expense actually incurred for Customer's benefit from third party sources in the provision of this service, such as directly assignable taxes, pipeline balancing penalties, governmentally imposed charges, and contingent liability for external

transportation charges and fuel requirements. Such surcharge is in addition to charges specified elsewhere in this Rate Schedule. Such potential charges are to be specifically defined and identified in the individual Transportation Service agreement.

4. **STANDBY SERVICE CHARGES, IF APPLICABLE:**

See Standby Service Provisions.

5. **MINIMUM MONTHLY DELIVERY CHARGE:**

Except as otherwise provided in the individual service agreement, the minimum monthly delivery charge shall be the daily contract quantity (DCQ) times one half the number of days Transportation Service is available in the billing month, times the applicable transportation delivery charge. The minimum monthly delivery charge shall be inapplicable when any of the following conditions occur:

- a) When the otherwise applicable firm or interruptible sales service is not subject to a corresponding minimum charge; or
- b) When, for reasons, beyond the Customer's control, the Customer's Gas burning equipment is temporarily inoperative; or
- c) When for reasons beyond the Customer's control, the Customer cannot obtain transportation from its Supplier(s) to the point of receipt; or
- d) In emergency situations where the Company diverts the Customer's transportation Gas to meet the requirements of its firm Customers.

During periods when the minimum monthly delivery charge is inapplicable, the Customer Charge shall be the minimum monthly charge.

GAS COST RATE

The GCR as provided for in this Tariff shall not apply to transported volumes. Similarly, such transported volumes and any expenses related to such volumes shall be excluded from all calculations determining such GCR.

CONTRACT TERM

The duration of the transportation contract shall be as specified in the required individual service agreement. In no event shall the contract term be for a period of less than one year.

STANDBY SERVICE

Contingent upon the Company's ability to arrange the required supply contracts, a transportation Customer may contract for Standby Service to purchase Gas from the Company under a specified retail Rate Schedule, in the event that the Customer experiences an interruption or curtailment in Transportation Service by a Supplier during the availability period of such equivalent firm or interruptible sales service. The contract term for Standby Service shall be a minimum of one year. The maximum volume of Gas that the Company is obligated to provide under the Standby Service on any day shall be specified in the individual service

agreement. Volumes taken in excess of the specified daily limits, except for those volumes authorized and supplied by the Company under an applicable retail rate, may be subject to a charge of \$10 per Mcf if arrangements have been made for Emergency Service or \$20 per Mcf for all unauthorized volumes.

Under this Standby Service, upon proper notice to the Company, and as soon as operations permit, the Customer may convert some or all of their interruptible Transportation Service to the specified equivalent firm or interruptible sales service during the effective period of this Standby Service agreement. The Company is not obligated to provide firm or interruptible sales service to a transportation Customer if the Customer has not contracted for Standby Service. Eligibility for such a Customer to receive firm or interruptible sales service shall be no different than any other person or entity who is, at the time, making application for service as a new Customer.

A Customer contracting for Standby Service shall pay a monthly reservation charge. This charge shall be based on the demand charge paid by the Company to its highest cost pipeline supplier adjusted to reflect the limitation on the availability of Standby Service for interruptible Customers, and then applied to the Customer's maximum Daily Contract Quantity as specified in the individual service agreement. The Company may revise the reservation charge no more frequently than monthly to reflect changes in the pipeline demand and related charges. The reservation charge prorated on a daily basis will be credited to all volumes purchased under the Standby Service. In addition, at the end of each contract year, the Customer will be assessed those minimum bill or take-or-pay charges actually paid by the Company to suppliers, which are attributable to the volume reserved but not taken under this Standby Service.

STANDBY SERVICE - SPECIAL PROVISION

For Customers contracting for delivery by the Company of 10,000 Mcf per day or more of transportation Gas, the terms and conditions under which Standby Service will be provided will be as specified in their individual service agreements, in lieu of the above.

TERMS OF PAYMENT

Bills shall be rendered and payment terms applied in accordance with the provisions of this Tariff.

CONDITIONS OF USE

1. The Company shall not be obligated to incur the cost of additional facilities to provide Transportation Service hereunder for existing load. Nonetheless, in the event the Company elects to provide additional facilities, which in the Company's sole judgment are required to provide Transportation Service, the cost of such facilities shall be the responsibility of the Customer. Customers may appeal the Company's judgment to the Commission. The Company shall provide, install, own and maintain such facilities. Where applicable, extensions and enlargements of Gas supply facilities for qualifying new load shall be in accordance with Section 10.
2. 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.
3. The Company may retain for line loss and unaccounted-for Gas a percentage of the total volume of Gas delivered into its system for Customer's account. The percentage of Gas to be retained by the

Company shall be equivalent to the percentage for total system line loss and unaccounted-for, as utilized in the Company's annual operating budget. This condition may be revised as appropriate, by the individual service agreement, where the transported Gas can be delivered directly to the Customer without commingling with other distribution system supplies.

4. In the event that the Company declares an emergency situation" it may, at its discretion, divert Customer's Gas for such purposes as Company deems appropriate and Customer will be compensated for such Gas at the cost at which the Customer acquired the Gas, at the Customer's cost of the alternate fuel utilized or at the Company's avoided cost of Gas during the billing month, whichever is highest. The Customer shall demonstrate its cost of Natural Gas or replacement fuel by making a copy of its purchase contract available to Company upon request. All Gas purchased by the Company will be credited to the Customer's account.

5. NOTICE AND BALANCING

The notice and balancing conditions shall be the following, except as otherwise provided in the individual service agreement.

The Company shall not be obligated to deliver or accept for delivery volumes in excess of the maximum hourly, daily or monthly volumes specified in the service agreement.

It is the intent of the Company that the Customer so manage his arrangements for daily deliveries of Gas that they approximately equal his combined daily Gas usage and that volume retained for line loss and unaccounted for adjustment. To facilitate this management and to avoid or correct imbalances, Customer may modify the quantities it intends to have delivered to Company's city gate in accordance with the monthly and daily nomination procedure of the delivering pipeline. All delivery arrangements must be coordinated with the Company in a manner deemed acceptable by Company. The Company shall, within the limitations of its system, assist in the balancing effort.

The quantities of Gas received on Customer's behalf will be balanced monthly on a thermally equivalent basis with those quantities re-delivered or retained for line loss and unaccounted for adjustment. For this thermal correction quantities will be multiplied by a fraction; the numerator of which is the weighted average Btu content per cubic foot of either the Company's system (if commingled) or the individual transporting pipeline (if not commingled), and the denominator is a reference Btu content of 1,000 Btu per cubic foot.

Notice will be provided by the Company', at the time of each individual Customer's daily nominations, as to the availability of retail Gas backup in accordance with operating conditions and their contractual service obligations. On any day when retail backup is declared unavailable, all volumes used (including adjustment for line loss and unaccounted for Gas) in excess of that delivered on such Customer's behalf that day, will be excluded from their daily and monthly balancing provisions. Such Gas will be billed for at the rate of \$10 per Mcf if emergency Gas was initially requested and approved or at the rate of \$20 per Mcf if Unauthorized.

Allowable Imbalances

Imbalances except as noted above, may be permitted within a range of $\pm 10\%$ on a daily basis if adjusted within $\pm 5\%$ by month's end. Company will advise Customer of potential imbalance conditions periodically to facilitate correction. But repeated excessive overruns or underruns of the hourly and daily Gas volumes received for Customer's account may be considered grounds for termination of service under this rate. Monthly imbalances within the allowable limits shall be resolved through mutual adjustment of initial deliveries in the subsequent month of service.

Correction For Quantities Outside Range Of Allowable Imbalances

All volumes utilized in excess of the allowable monthly overrun, where retail sales backup had been authorized, will be considered sold to the Customer under the applicable equivalent retail rate.

All volumes delivered to the Company that remain unaccepted by the Customer, in excess of the allowable monthly underrun may be offered for sale to the Company or stored at the Customer's option. Gas may be purchased by the Company at a rate not to exceed the Company's avoided cost of Gas for the month of delivery. In the event that the Company does not elect to purchase volumes in excess of the allowable underrun, a service charge for all such volumes carried forward by the Company will be made. These volumes will be the first deliveries in the subsequent month. The unit rate for this service charge will be the volumetrically weighted average of the 100% load factor unit cost of the Company's pipeline storage contracts as utilized in the Company's annual operating budget. Upon temporary suspension of deliveries or termination of Rate GTS service, any existing underrun imbalance shall be corrected within 60 days of the end of the month in which final deliveries are made. Otherwise they become the property of the Company at no cost to the Company.

6. EMERGENCY GAS

Emergency Gas is defined as a service to be offered by the Company when Gas is not available under the otherwise applicable firm or interruptible sales service, provided certain conditions apply and terms are met, and that the quantities of Gas available to the Company and the distribution facilities are adequate to provide this service without jeopardizing the physical or economic operation of the Company. The cost of providing this emergency service is \$10.00 for each thousand cubic feet of Gas used. The minimum charge for this service is \$100.00 per occurrence.

Customers who feel they may have to avail themselves of this service should send for a copy of the Terms and Conditions of Availability under which this emergency service may be obtained.

7. UNAUTHORIZED USE

If a Customer uses this service after being notified that service under this schedule is not available, or uses this service in excess of authorized limitations when established and duly notified, all such unauthorized usage shall be billed at the rate of \$20.00 for each Mcf. In addition, Company may, at its discretion, refuse to accept delivery from the Customer's Supplier, and physically shut off Customer to ensure compliance.

8. LIABILITY

The Company shall not be liable for curtailment of service under this Rate Schedule 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 rendering of service hereunder, and regardless of any defect in such law, regulation or order.

The Company reserves the right to commingle transport Gas with its other supplies but Gas is and remains the property of the Customer while being 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.

The Company shall not be liable for any loss to the Customer or any other entity or person(s) arising from or out of service under this Rate Schedule, including loss of Gas in the possession of the Company or any other cause.

COMPANY RULES

The provisions this Tariff shall govern the service under this classification except where noted herein.

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COGENERATION SERVICE – RATE CG

Rate: Applicable to all Retail Sales Service rendered pursuant to this Rate Schedule on or after
September 1, 2003

AVAILABILITY

This service is available to any new or existing Commercial or Industrial Customer for Gas use in any form of combined cooling, heating and power production where there is a sequential production of energy and useful thermal energy from the same fuel source or in the sequential production of electrical energy and useful thermal energy from the same fuel source by a qualifying facility as defined in Section 201 of the Public Utility Regulatory Policies Act of 1978, regularly meeting the efficiency standards set forth in Chapter 18 of the Federal Regulations, Sections 292.205 (a) and (b). The Customer must certify that qualifying status has been granted by the Federal Energy Regulatory Commission or must demonstrate to the Company its ability to utilize waste heat created from one process by using Natural Gas in a second process. The waste heat may be generated from any form, such as power production, heating, cooling, or process applications. The waste heat recovered may be used for any domestic, Commercial or Industrial applications. The determination by the Company as to the Customer's ability to co-generate will be final. This service will be available where the Company's facilities are, or can economically be made, available to supply the service; but Gas Service under this rate shall not be a replacement of Gas Service under any rate providing for uninterruptible Gas Service. The Company's determination as to whether the service would amount to such a replacement shall be final. An Applicant for service under this rate shall be required to execute a service agreement in which shall be defined maximum and minimum quantities of Gas to be delivered. The number of Customers to receive service under this rate, at any single time, may be limited by the Company in order to maintain adequate and efficient Gas Service generally.

CHARACTER OF SERVICE

Service under this rate schedule is interruptible, and shall be subordinate to all firm services. Customer is advised of their responsibility to maintain capability of satisfying their requirements during any period when service is interrupted. Interruptions may occur for economic or operational considerations at any time; however, service under this rate schedule will be interrupted based upon the price priority of rate schedule LBS, No. 6 fuel oil alternate service; the service providing the lowest net contribution to be interrupted first.

RATES

CUSTOMER CHARGE:

\$250.00 per month.

Plus

COMMODITY And DISTRIBUTION CHARGE:

The monthly Commodity Charge for each one hundred cubic feet of Gas used shall be set equal to the average commodity cost of Gas purchased and delivered to PGW's gate stations, including an allowance for Unaccounted for losses where applicable, plus a fixed Distribution Charge of 7.5 cents per Ccf.

PHILADELPHIA GAS WORKS

For Customers contracting under this service for over 1,000,000 Mcf of Gas per year, the above fixed contribution shall be determined by negotiation between the Customer and the Company provided, however, that the contribution, so determined, shall not be less than 10% of the above computed cost of Gas.

This commodity charge shall be applicable so long as the facility is operating in accordance with this rate. In the event of operations otherwise, the Gas utilized will be billed at the appropriate rate.

The following Riders may apply:

MIGRATION RIDER

SPECIAL PROVISION – Emergency/Unauthorized Use Rider

MINIMUM CHARGE

The monthly Minimum Charge is the Customer Charge.

GAS COST RATE

The Gas Cost Rate does not apply to this service.

CONTRACT TERM

The duration of the Gas Service contract shall be as specified in the required individual Service Agreement. In no event shall the contract term be for a period of less than one year.

GAS MEASUREMENT

The quantity of Gas consumed will be corrected for billing purposes to conditions of 14.73 pounds per square inch absolute pressure and 60 degrees Fahrenheit.

CONDITIONS OF USE

The Customer will be required to pay for the investment in facilities which PGW installs to provide service under this rate schedule. The Company shall own and maintain such facilities. Gas used for cogeneration purposes shall be separately metered, where in the Company's judgment, separate metering is practicable. If the Company determines that separate metering is not appropriate, cogeneration use shall be estimated by the Company for billing purposes. For existing Customers qualifying for service under this rate schedule, monthly base period usage levels will be defined in the individual service agreement. Monthly usage up to these specified levels will continue to be billed as the first Gas through the meter each month at the then current level of the rate schedule under which the Customer is now receiving service, followed by all qualifying volumes billed under this cogeneration service.

COMPANY RULES

The provisions of this Tariff shall govern the supply of Gas under this classification except where noted herein. The Company requests the right to require Customers served under this rate to forecast usage.

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**DEVELOPMENTAL NATURAL GAS VEHICLE SERVICE - RATE NGVS
FIRM SERVICE**

Rate: Applicable to all Retail Sales Service rendered pursuant to this Rate Schedule on or after
September 1, 2003

AVAILABILITY

This service is available to provide uncompressed Natural Gas to any Customer for the exclusive purpose of compressing such Gas for use as fuel for motor vehicles. The compression of the Natural Gas to the pressure required for use as a motor vehicle fuel will be conducted by the Customer, at the Customer's designated premises. Service shall only be available where the Company's distribution system is, or can economically be made available to supply the service. Each Customer will be required to execute a service agreement which will specify terms and conditions of service.

CHARACTER OF SERVICE

Service under this rate schedule is firm and shall only be interrupted in the case of operating emergencies experienced by the Company.

MONTHLY RATE

CUSTOMER CHARGE:

\$35.00 per month

COMMODITY CHARGE:

For all monthly usage up to 7 times the Maximum Daily Quantity (MDQ)..... \$7.12 per Mcf

For additional usage up to the next 7 times the MDQ..... \$4.80 per Mcf

For all additional volumes..... \$4.00 per Mcf

MAXIMUM DAILY QUANTITY (MDQ)

The Maximum Daily Quantity represents the highest daily use of Natural Gas by the Customer. The level of the MDQ for a particular Customer will be determined at the commencement of each of the Company's fiscal years based upon the Customer's maximum daily use during the previous 12 month period. Where daily usage data is not recorded on an on-going basis, the Customer's MDQ shall be the Customer's highest average daily use computed for any month in the previous 12 month period. The level of the MDQ so established will remain in effect for each month of the ensuing Company fiscal year. Where the Customer is a new Customer, or does not have usage in at least three of the previous 12 months, the Customer's usage will be billed at a flat rate equal to the average rate for a Customer with a 70% load factor and no MDQ will be applied.

The following Riders may apply:

MINIMUM CHARGE

The monthly minimum charge is the Customer Charge, plus the Sales Service Charge rate multiplied by six times the Customer's MDQ where the MDQ is applicable.

APPLICABLE TAXES

The Customer will reimburse the Company for all taxes payable by the Company to any governmental body on sales of Gas and/or for services rendered under this rate schedule.

GAS COST RATE

The Gas Cost Rate applies to this service.

CONTRACT TERM

The duration of the contract for service under this rate schedule shall be as specified in the required individual service agreement. In no event shall the contract term be for a period of less than one (1) year.

GAS MEASUREMENT

The quantity of Gas consumed will be corrected for billing purposes to conditions of 14.73 pounds per square inch absolute pressure and 60 degrees Fahrenheit.

CONDITIONS OF USE

All Gas volumes received under this rate schedule shall be separately metered. The use of such Gas for any purpose other than as a fuel for motor vehicles is prohibited. The Company reserves the right to inspect the facilities and equipment of Customer to ensure compliance. Violation of this provision may be grounds for termination of service, and may subject the Customer to penalty charges for unauthorized Gas usage.

The Company is not obligated to construct compressor stations for dispensing Gas under this rate schedule. However, if the Company in its sole judgment, elects to construct or acquire such facilities, and establishes public access to these facilities, the charge for compression of Natural Gas and refueling at the company station, will be set forth in the service agreement with Customers contracting for such service.

The Company agrees to provide uncompressed Natural Gas to the Customer under this service for the exclusive purpose of compressing such Gas for use as a fuel for motor vehicles. Customer assumes the responsibility for the operation and maintenance of the compressor station in compliance with all local, state and federal laws regulating such facilities.

Customer will, therefore, indemnify and hold harmless the Company, and its respective officers, employees, agents and representatives from any and all causes of action of any kind arising from or related to any event subsequent to the Company's delivery of Natural Gas under this rate to the designated delivery point.

COMPANY RULES

The provisions of this Tariff shall govern the supply of Gas under this classification except where noted herein.

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DEVELOPMENTAL NATURAL GAS VEHICLE SERVICE - RATE NGVS
Interruptible Service

Rate: Applicable to all Retail Sales Service rendered pursuant to this Rate Schedule on or after
September 1, 2003

AVAILABILITY

This service is available to provide uncompressed Natural Gas to any Customer for the exclusive purpose of compressing such Gas for use as fuel for motor vehicles. The compression of the Natural Gas to the pressure required for use as a motor vehicle fuel will be conducted by the Customer, at the Customer's designated premises. Service shall only be available where the Company's distribution system is, or can economically be made available to supply the service. Each Customer will be required to execute a service agreement which will specify terms and conditions of service.

CHARACTER OF SERVICE

Service under this rate schedule shall be provided as long as the Company has sufficient supplies to meet the requirements of the Customers within this class, in addition to the requirements of the firm Customer classes, as determined by the Company.

MONTHLY RATE

CUSTOMER CHARGE: \$35.00 per month

COMMODITY CHARGE:

The monthly rate per Mcf shall be set at a level not greater than fifty percent of the reference gasoline price, as defined below. Except that, in no event, will the rate for the volumes delivered hereunder be set at a level less than 110% of the incremental cost of the Natural Gas to provide service, plus an adjustment for all applicable taxes, as determined by the Company.

REFERENCE GASOLINE

The reference gasoline shall be either unleaded regular gasoline or its oxygenated/reformulated gasoline substitute, as determined by the Company. The reference price for such fuel shall be the average price for the regular grade, in Philadelphia, as published in the "PAD 1 Report" in the third weekly issue of the Oil Price Information Service for the calculation month. The gasoline price shall be adjusted for Btu equivalence. (One cent per gallon being equivalent to 8.1 cents per Mcf for unleaded regular gasoline, and 8.3 cents per Mcf for the reformulated substitute.)

The Commodity Charge, so calculated, will be available by the eighteenth (18) working day of that month, and will be applicable for the subsequent calendar month, to the extent that service under this rate can be made available.

Should market conditions warrant, the Commodity Charge may be modified to reflect a more appropriate reference fuel, which shall be specified in individual Service Agreements. Sixty days notice of any such modification will be provided to Customers, if applicable generally to this class.

The following Riders may apply:

MIGRATION RIDER
REVERSE MIGRATION RIDER
SPECIAL PROVISION – Emergency/Unauthorized Use Gas Rider

MINIMUM CHARGE

The monthly Minimum Charge is the Customer charge set forth above.

APPLICABLE TAXES

The Customer will reimburse the Company for all taxes payable by the Company to any governmental body on sales of Gas and/or for services rendered under this rate schedule.

GAS COST RATE

The Gas Cost Rate does not apply to this service.

CONTRACT TERM

The duration of the contract for service under this rate schedule shall be as specified in the required individual service agreement. In no event shall the contract term be for a period of less than one year.

GAS MEASUREMENT

The quantity of Gas consumed will be corrected for billing purposes to conditions of 14.73 pounds per square inch absolute pressure and 60 degrees Fahrenheit.

CONDITIONS OF USE

All Gas volumes received under this rate schedule shall be separately metered. The use of such Gas for any purpose other than as a fuel for motor vehicles is prohibited. The Company reserves the right to inspect the facilities and equipment of Customer to ensure compliance. Violation of this provision may be grounds for termination of service, and may subject the Customer to penalty charges for unauthorized Gas usage.

The Company is not obligated to construct compressor stations for dispensing Gas under this rate schedule. However, if the Company in its sole judgment, elects to construct or acquire such facilities, and establishes public access to these facilities, the charge for compression of Natural Gas and refueling at the company station, will be set forth in the service agreement with Customers contracting for such service.

The Company agrees to provide uncompressed Natural Gas to the Customer under this service for exclusive purpose of compressing such Gas for use as a fuel for motor vehicles. Customer assumes the responsibility for the operation and maintenance of the compressor station in compliance with all local, state and federal laws regulating such facilities.

Customer will, therefore, indemnify and hold harmless the Company, and its respective officers, employees, agents and representatives from any and all causes of action of any kind arising from or related to any event subsequent to the Company's delivery of Natural Gas under this rate to the designated delivery point.

COMPANY RULES

The provisions of this Tariff shall govern the supply of Gas under this classification except where noted herein.

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SPECIAL PROVISION – Air Conditioning RiderGenerally.

Applicable to Retail Sales Service Customers with directly and indirectly fired Gas cooling equipment of minimum cooling capacity of 3 tons, installed on or after September 1, 1990. Where practicable, such equipment must be separately metered and the cost for any additional metering, related equipment and installation shall be subject to Section 10 of this tariff. Where separate metering is impracticable for directly or indirectly fired Gas cooling and heating equipment, one meter shall be installed for the heating/cooling equipment and such Gas rendered to the Customer through such meter will be charged at the standard rate for the billing months October through April. Under no circumstances will Customers be permitted to use Gas rendered through such meter for any purpose other than cooling or heating.

For GS, MS and PHA:

The GCR plus Distribution Charge for all Gas used for the billing months May through September for cooling purposes shall become the greater of; (i) 40.00 cents per Ccf or (ii) one hundred and ten percent (110%) of the incremental Gas cost for Gas sold under said Rate Schedules, not to exceed the currently effective GCR plus Distribution Charge, plus an adjustment for all applicable taxes determined applicable by the Company.

For Rate BPS:

The Commodity Charge for all Gas used for the billing months of May through September, for cooling purposes shall become the lower of: (i) the month's otherwise applicable Rate BPS Commodity Charge or (ii) 40.00 cents per 100 cubic feet for all Gas used for cooling purposes; provided, however, that in no instance shall the Commodity Charge be less than 110% of the incremental Gas cost sold under Rate BPS plus an adjustment for all taxes determined applicable by the Company.

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SPECIAL PROVISION – Compressed Natural Gas (CNG) Rider

Generally.

Retail Sales Service provided under this rate schedule for purposes of fueling CNG vehicles shall be dispensed on a liquid gallon basis but billed on an Mcf basis.

For Rate GS and MS .

Except as set forth herein, the rate for Natural Gas provided to Customers for purposes of fueling CNG vehicles shall be the Rate GS charges applicable to commercial customers. Service may also be provided to occasional Customers when it is feasible for the Company to do so. The Delivery Charge for such occasional Customers shall be \$10.00 per Mcf and the Customer Charge shall be \$10.00 for each day in which such Customer purchases Rate GS Gas to fuel CNG vehicles. .

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SPECIAL PROVISION – Emergency/Unauthorized Use Gas RiderEmergency Gas.

Emergency Gas as set forth in this rider is defined as a service to be offered by the Company to interruptible Retail Sales Service and Rate GTS-I and GTS-F Customers when Gas would otherwise not be available under their respective Rate Schedules and provided certain conditions apply and terms are met. A Customer may request emergency Gas pursuant to this rider when he experiences interference with the use of his alternate energy and when the quantities of Gas available to the Company and the distribution facilities are adequate to provide this service without jeopardizing the physical or economic operation of the Company. PGW reserves the right to limit or curtail emergency Gas at any time. The cost of providing this emergency service is \$10.00 for each thousand cubic feet of Gas used above the current prevailing GCR. The minimum charge for this service is \$100.00 per occurrence.

In order to be eligible for emergency Gas, a Customer must register annually according to Company policy.

Unauthorized Use.

If a Customer uses Gas after he has been notified that Gas otherwise provided pursuant to his or her respective Rate Schedule or as emergency Gas is not available, or uses Gas in excess of his authorized limitation when established and duly notified, all such unauthorized usage shall be billed at the rate of \$25.00 for each thousand cubic feet of Gas used above the current prevailing GCR or the average of the highest two days of the monthly index, whichever is higher. Company may, in addition, at its discretion, shut off Customer to ensure compliance.

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WEATHER NORMALIZATION ADJUSTMENT CLAUSEProvision For Adjustment

The Weather Normalization Adjustment shall be applied to each Mcf (1,000 cubic feet) used for heating purposes under Rate Schedules GS, MS, and PHA (“heating” and “heating only” customers), except for Gas usage under the Special Provisions – Air Conditioning of those rates. The Weather Normalization Adjustment will be applied to customer usage during the period of October 1 through May 31 of each year for each billing cycle (except for the 2002-2003 heating season when the Weather Normalization Adjustment will be applied to customer invoices rendered during the period of December 1 through May 31 of each year for each billing cycle).

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment surcharge or credit shall be computed to the nearest one-hundredth cent (0.01cent) in accordance with the formulas set forth below:

$$HL = TU - (BL * BC)$$

$$WNA = DC * [(HL * \frac{NHDD +/- (NHDD * 1\%)}{AHDD}) - HL]$$

Definitions

TU – Total Usage for the billing cycle. TU measured in Mcf.

BL – base load Mcf per billing day is the number of Mcf per Customer used per day for non-heating purposes based on usage by Customers to which this adjustment applies. It is determined separately for each individual customer and will be revised annually to reflect the non-temperature sensitive usage of Customers to which the adjustment applies reflected in the prior heating season’s sales. If an individual customer base load is not available, the base load for the related customer class will be applied.

BC – billing cycle is the actual number of days shown on the bill that the Customer receives for service.

DC – Delivery Charge.

NHDD – normal heating degree days for any given calendar day within a month are based on the thirty year average for the given calendar day based on the thirty year period ended August 31, 2001. The NHDD provided for in the formula are the total number of NHDD for the billing cycle. The degree day data is provided by the National Weather Service and measured at the Philadelphia International Airport.

AHDD – actual experienced heating degree days for the billing cycle. The degree day data is provided by the National Weather Service and measured at the Philadelphia International Airport.

Operation of Weather Normalization Adjustment

The Weather Normalization Adjustment will be applied to a Customer’s bill on a cents per Mcf basis when actual heating degree days vary from normal heating degree days during the period for which the Customer is billed. The Weather Normalization Adjustment will be applied to the Customer’s space heating consumption except for air conditioning usage billed under the air conditioning rate. The Weather

Normalization Adjustment for a billing cycle will apply only if the actual heating degree days (AHDD) for the billing cycle are lower than 99 percent or higher than 101 percent of the normal heating degree days (NHDD) for the billing cycle and will only apply to the extent that the variation is lower than 99 percent or higher than 101 percent of the normal heating degree days for that billing cycle. A new weather adjustment will be calculated for each billing cycle.

Under the formulas, the Weather Normalization Adjustment surcharge or credit is calculated by:

- 1) Normal HDD are calculated for each day of the fiscal year based upon the thirty year average for the thirty year period ended August 31, 2001.
- 2) At the start of the fiscal year, an average daily base load (non-heating) usage is calculated for each individual customer based upon actual base load usage.
- 3) The average daily base load (non-heating) amount is multiplied by the number of days in the billing cycle.
- 4) The total billing cycle base load amount is subtracted from the actual cycle usage of the customer in order to derive the usage applicable to heating.
- 5) The WNA factor is multiplied times the heating usage in order to derive the normalized heating usage.
 - a) The WNA factor is calculated by first adjusting the Normal HDD (NHDD) for the billing cycle by the deadband percentage (1 %). The deadband percentage is multiplied by the NHDD and then added to NHDD for the billing period when the weather is colder than normal (i.e., AHDD > NHDD) or subtracted from NHDD for the billing period when the weather is warmer than normal (i.e., AHDD < NHDD).
 - b) The adjusted NHDD are then divided by the AHDD.
- 6) The actual heating usage is subtracted from the normalized heating usage and then multiplied by the delivery charge. The result is a surcharge or credit.

Reporting Requirements

The Company will file all Weather Normalization Adjustments with the Commission on an annual basis.