

# PHILADELPHIA GAS WORKS

## GAS SUPPLIER TARIFF



Issued by: Craig White  
President and CEO  
PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

List of Changes Made by this Tariff

6.1.E. SUPPLIER SELECTION PROCEDURES (Page No. 24)

Deleted \$10.00 fee per customer for customers who switch suppliers after their initial enrollment.

12.9.C.5 POR PAYMENTS (Page No. 49)

Updated reference to docket number R-2017-2586783 to determine POR payments.

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## 6. Supplier Selection Procedures.

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

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

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

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

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

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

(c)

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

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

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

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

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

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

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

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

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

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

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

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

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