

# PHILADELPHIA GAS WORKS

## GAS SUPPLIER TARIFF



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President and CEO  
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Philadelphia, PA 19122

List of Changes Made by this Tariff

**Check Sheet**

Check sheet reference moved to page 4. (PAGE No. 4)

**Definitions**

Purchase Of Receivables has been added to define the parameters of PGW's Purchase of Receivables program approved by the Commission (PAGE No. 11)

**Section 5 – Customer List**

Section 5.1 changed to reflect the "Eligible Customer List" and to specify eligibility criteria for customers eligible to participate in PGW's Purchase of Receivables program (PAGE No. 22)

Section 5.2 – heading added (PAGE No. 22)

Section 5.3.A.1 and B.1 changed to add the requirement of a service point number as one of the items of customer information to be part of the eligible customer list (PAGE No. 22)

Section 5.3.A and 5.3.B changed to reflect specific items of customer information required for the Purchase of Receivables program approved by the Commission (PAGE No. 22)

**Section 6 – Supplier Selection Procedures**

Section 6.1.C changed to reflect PGW's data requirements (PAGE No. 24)

Section 6.1.F has been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 24)

Section 6.1.G has been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 24)

Section 6.1.H has been changed to reflect adjustments made by the Commission in recent orders relating to retail market choice (PAGE No. 24)

Section 6.2 has been changed to allow for other evidence of authorization to obtain usage information (PAGE No. 26)

Section 6.4 – heading added (PAGE No. 26)

**Section 7 – Supplier Obligations**

Section 7.5 - number added (PAGE No. 28)

Section 7.6 has been added to specify that a supplier is required to enter into a POR agreement with PGW in order to participate in the Company's POR program. (PAGE No. 28)

Section 7.11 has been added to require that suppliers maintain the ability to respond to emergency contacts. (PAGE No. 29)

**Section 12 – Supplier Billing and Payment**

Section 12 changed to reflect flow of funds between NGDC & NGS as a result of POR program and terms and details of payment structure (PAGE No. 47-50)

Section 12.9.B.2.a has been changed to make clear that consolidated billing is only available to suppliers participating in PGW's POR program (PAGE No. 47)

Section 12.9.B.2.b. has been changed to add references to the Commission's Order approving PGW's POR program (PAGE No. 48)

Section 12.9.B.2.c. has been changed to specify the types of information supplier must provide to PGW for billing purposes (PAGE No. 48)

Section 12.9.B.2.d has been changed to expand the space reserved for supplier messaging in PGW's standard bills (PAGE No. 48)

Section 12.9.B.2.f. has been changed to clarify that PGW will pay suppliers for gas supply charges in accordance with PGW's POR program (PAGE No. 48)

The former Section 12.9.B.2.g has been deleted to comply with the Commission's Order to approve PGW's POR program (PAGE NO. 48)

Section 12.9.C.1 through 12.9.C.6 has been added to implement the Commission's Order to approve PGW's POR program and to set forth in the tariff the specific terms of the program (PAGE No. 48 to 50)

The former Section 12.9.C.4 was deleted to comply with the Commission's Order to approve PGW's POR program (Page No 50).

Section 12.9.D.1 has been changed to clarify the requirements of suppliers as part of the dispute resolution process (PAGE No. 50)

Section 12.9.E.2 has been added to set forth the fee related to erroneous bills (PAGE No. 50)

Section 12.11 has been deleted to eliminate provisions regarding partial payments consistent with PGW's POR program (PAGE No. 50)

**Section 13 – Supplier Exit Procedure**

Section 13.1.C.5 has been changed to address recovery for mid-cycle exit from POR participation (PAGE No. 52)

Please see Supplement No. 19 for the Supplement No. 19 check sheet.

(c)

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**METER READ DATE** - The date on which the Company schedules a meter to be read for purposes of producing a Customer bill in accordance with the regularly scheduled billing cycles of the Company.

**NATURAL GAS SUPPLY SERVICE** – Services provided by a Natural Gas Supplier as defined in section 2202 of the Gas Choice Act, 66 Pa. C.S. sec 2202.

**OPERATIONAL FLOW ORDER ("OFO")** - A directive issued by Company to Supplier, which is reasonably necessary to alleviate conditions that threaten the operational integrity of the Company's system on a critical day.

**PURCHASE OF RECEIVABLES ("POR")** – The program (and all relevant stipulations) addressed within the PUC approved Joint Petition for Settlement of Philadelphia Gas Works' Supplier of Last Resort Collaborative at Docket No. R-2008-2073938 and Philadelphia Gas Works' Purchase of Receivables Collaborative at Docket No. R-2009-2139884 as amended, modified other otherwise revised under Applicable Law. (c)

**UNACCOUNTED FOR GAS** – Unaccounted for gas is the difference in the amount of gas delivered to the Company's distribution system and the amount billed to customers. The current Lost and Unaccounted for Gas and Retainage Rate percentage is 2.7%. The percentage changes annually on December 1<sup>st</sup> and is based upon actual data for the preceding 12 months ending August 31<sup>st</sup>.

**UPSTREAM CAPACITY ASSIGNMENT, RELEASE OR TRANSFER** – The process to provide access to interstate pipeline capacity and storage contracts owned by Company to Supplier pursuant to Company's tariff and any applicable regulatory rules.

(C) - Change

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(Material formerly on this page was moved upward to join the contents of the previous page.)

## 5. CUSTOMER LIST

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

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

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

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

5.3.A.1 PGW Account Number and Service Point Number (c)

5.3.A.2 Customer Name

5.3.A.3 Service Address

5.3.A.4 Billing Address

5.3.A.5 Tariff Rate Class (c)

5.3.A.6 Next Meter Read date (c)

5.3.A.7 Customer class (c)

5.3.A.8 Shopping status (c)

5.3.A.9 Monthly consumption data for 12 months (c)

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

5.3.B.1 PGW Account Number and Service Point Number (c)

5.3.B.2 Customer Name (c)

5.3.B.3 Service Address (c)

5.3.B.4 Billing Address (c)

5.3.B.5 Tariff Rate Class (c)

5.3.B.6 Next Meter Read date (c)

5.3.B.7 Customer class (c)



5.3.B.8 Shopping status

**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. (c)

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, however, Suppliers will be charged ten dollars (\$10.00) per Customer for Customers who switch Suppliers after their initial enrollment.

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. (c)

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

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

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Supplier selection after the waiting period, the Customer will be required to remain with the selected Supplier for a minimum of one (1) billing month.

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

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

6.4. Discontinuance (c)

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

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

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

## 7. SUPPLIER OBLIGATIONS

### 7.1 Confidentiality of Information.

7.1.A. General. Without the Company's consent, the Supplier shall not disclose to any third party any Company information made available to a Supplier in connection with the provision of the Firm Pooling Agreement, including, but not limited to, usage data, and information regarding the Company's computer and communications systems. Subject to applicable law, the Company shall not disclose to any third party any Supplier information made available to the Company in connection with the provision of the Firm Pooling Agreement, including, but not limited to, usage data and information regarding the Supplier's computer and communications systems, without the Supplier's consent.

7.1.B. Customer Information. The Supplier shall keep all Customer-specific information supplied by the Company confidential unless the Supplier has the Customer's written authorization to do otherwise.

7.2. Suppliers must accept a release, assignment or transfer on a recallable basis of a pro rata share of Company's applicable interstate pipeline firm transportation at the applicable contract rate, or if authorized by Company, obtain firm pipeline transportation capacity assignable to the Company for delivery of gas supply to delivery point(s) determined by Company in an amount sufficient to meet the peak requirements of Firm Transportation customers being served with this capacity.

7.3. A Supplier must provide and maintain a bond or other financial guarantee in a form and amount as set forth in Section 11 that is acceptable to Company.

7.4. A Supplier must acquire or agree to acquire an adequate supply of natural gas on a firm basis to serve Supplier's Firm Transportation Customer pool and make or cause to be made arrangements by which such gas supplies can be transported to Company's city gates, as directed by Company. Such supplies must be ranked on the transporting pipeline at the pipeline's Predetermined Allocation ranking which guarantees firm delivery.

7.5. A Supplier must enter into a Firm Pooling Agreement, in a form substantially similar to the form set forth in the Appendix to this Supplier Tariff to serve Customers under Firm Transportation. Company, in its sole discretion, may alter or revise the terms and conditions set forth in the Pro Forma Pooling Agreement. (c)

7.6. A Supplier participating in PGW's POR program must enter into a POR agreement acceptable to the Company. The Company, in its sole discretion, may alter or revise the terms and conditions set forth in the form agreement. (c)

7.7. A Supplier must comply with the Company system reliability requirements, including Daily Operational Bulletins (DOBs), Operational Flow Orders (OFOs), and notice requirements as set forth in this Supplier Tariff. (c)

7.8. A Supplier must comply with applicable communications standards, including approved Internet based procedures. (c)

7.9. A Supplier must cooperate with Company in the preparation of an annual reliability plan presented to the PUC (c)

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

7.11. The NGS must maintain a twenty-four (24) hour answering service or a telephone answering machine which informs all callers that if they smell gas or there is any other emergency regarding their gas service, the callers should call PGW immediately. If the NGS receives a telephone call from a ratepayer which should be directed to the Company, the NGS shall direct the ratepayer to the appropriate contact within the Company. The NGS shall handle all calls regarding NGS commodity charges and associated rates. NGSs must coordinate with the Company in resolving ratepayer inquiries, disputes or complaints which involve services provided by both the Company and NGSs. (c)

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

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

7.14. A Supplier will satisfy all applicable reliability requirements. (c)

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

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

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

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

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

7.18. Suppliers shall each comply with all applicable Commission Orders regarding Gas Choice, including, but not limited to, PUC standards for credit determination, deposits, initiation and disconnection of service to Customers as set forth in Maintaining Service Quality Guidelines at Docket No. M-00991249F0003, Customer Information Disclosure Requirements at Docket No. M-00991249F0005 regarding Supplier disclosure of terms of service, marketing, advertising and sales practices, and privacy of customer information, and Procedures to Ensure Customer Consent to a Change of Supplier at Docket No. M00991249F0006.

7.19.A. Force Majeure. In the event that a Supplier or the Company is rendered unable, wholly or in part, by a Force Majeure event to carry out its obligations under this Tariff, it is agreed that upon notice of such Force Majeure given in writing or by telephone to the other party as soon as reasonably possible after the occurrence of the cause relied on, the obligation of the party giving such notice, insofar as its is affected by such Force Majeure event, shall be suspended during the continuation of any inability so caused, but for no longer period, and such cause shall be remedied by such party with all reasonable dispatch.

7.19.B. Telephone notices given under the provisions of this Section shall be confirmed in writing as soon as reasonably possible, and all notices hereunder shall specifically state the time and date when the Force Majeure became effective.

7.19.C The term “Force Majeure” as used in this Supplier Tariff, shall mean any natural catastrophe, fire, explosion, accident or other casualty, law or governmental regulation or order (including, without limitation, any such law, regulation or order which curtails or interrupts, directly or indirectly, a Customer’s right to receive the gas supplied hereunder), strike or other labor dispute and any consequences thereof and other causes beyond the reasonable control of either the Supplier or the Company, and shall also include any change in order of the Commission which alters or affects the Customer’s right to take or retain the gas supplied hereunder. A change in economic circumstances shall not be deemed in and of itself, a Force Majeure event hereunder, and no event shall excuse Supplier’s obligation to promptly make payments required under this Tariff.

7.19.D. Notwithstanding the provisions of Section 7.19.C, a Force Majeure event that excuses a Supplier from delivering the required DDQ on any given day shall be limited solely to those instances when the applicable interstate pipeline has curtailed the pipeline FT capacity assigned to a Supplier, such curtailment directly and substantially affects a Supplier’s ability to deliver its DDQ, and no alternative natural gas supply is available. During such period of curtailment, a Supplier claiming excuse from performing due to force majeure must schedule all available pipeline FT capacity to satisfy its DDQ obligation. The Supplier is responsible for providing the Company complete information and verifiable proof of all the particulars requested by the Company related to any such force majeure event. As requested by the Company, quantities not delivered by a Supplier pursuant to this Force Majeure provision must be made up by Supplier as soon as possible pursuant to a delivery schedule to be established by the Company. Any requested quantities which are not made-up pursuant to that schedule will be sold to Supplier at a rate of fifty dollars (\$50.00) per Dth, plus the replacement cost of such gas including, but not limited to, the purchase price of the gas and any applicable interstate pipeline charges.

12.8. Before the Supplier can render service, or continue to render service under this Supplier Tariff, the Company shall require any Supplier applying for Firm Pooling Services, or a Supplier currently receiving such services, as applicable, to provide the Surety described in Section 11.1 through 11.3. The Company will hold any Surety for the Supplier's delivery of gas and for payment of undisputed charges due from a Supplier under this Tariff. In addition, the Company at any time may require a Supplier to post a cash deposit if the Company determines that the Supplier is no longer creditworthy. In the event the PUC establishes an additional amount to be included in the Surety to cover fines or obligations of a Supplier to its Customers, such amount shall be payable on the same terms as the Surety to the Company; provided, however, that the Company shall not be required to execute on the Surety for any amounts owed by the Supplier to its Customers unless such amounts are not in dispute or the PUC directs the Company to do so in a final order.

12.8.A. In addition to any information otherwise required hereunder, a Supplier shall be required to provide to the Company such credit information as the Company may reasonably request. The Company will report the Supplier's credit history with the Company to a national credit bureau.

12.9. SUPPLIER BILLING.

12.9.A. The Customer Billing Specifications. A Supplier who intends to deliver Natural Gas Supply to Customers must satisfactorily complete the appropriate interface testing with the Company prior to being able to deliver.

12.9.B. Billing Service Options.

12.9.B.1. Separate NGS Billing.

12.9.B.1.a. If by notifying the Supplier, a Firm Transportation Customer elects to have a Supplier separately bill its Supplier Charges, the Company and the Supplier will separately send their bills directly to the Customer.

12.9.B.1.b. Within the time frame and via the transaction format approved by the PUC, the Company will transmit meter data (e.g. meter reads, consumption, dates and type of reading) to the Supplier.

12.9.B.2. Consolidated Billing.

12.9.B.2.a. If a Firm Transportation Customer elects Consolidated Billing, the Company will render a consolidated bill monthly, including both the Company's charges for distribution service and the Supplier's basic charges for its gas supply service, in accordance with the Public Utility Code and the PUC's applicable regulations (e.g. 52 Pa. Code §56.1 et seq.) and orders. NGDC Consolidated Billing will only be available to NGS participating in PGW's POR program, pursuant to this Tariff and Applicable Law, and will only be available for those customers eligible and included within the POR program.

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12.9.B.2.b. Within the time frame and via the transaction protocol, approved by the PUC pursuant to the PUC's Final Order in Docket Nos. R-2008-2073938 and R-2009-2139884, or as otherwise ordered by the Commission, the Company will transmit Meter Data (e.g., meter reads, consumption, dates and type of reading) to the Supplier. (c)

12.9.B.2.c. The Supplier shall provide to PGW the relevant rates at which enrolled customers should be billed by the 25<sup>th</sup> of each month and such rates shall be effective the first day of the following month. PGW will calculate and provide Supplier charges, including date of billing period, consumption, usage, Supplier rate, and resulting calculation (collectively referred to as "Supplier Charges"). (c)

12.9.B.2.d. The Company will provide the Supplier up to four (4) lines, each one hundred (100) characters in length (a blank line counts as 100 characters), on its standard bill for messages directly related to the calculation of the Supplier portion of the bill. (c)

12.9.B.2.e. Any transaction with Supplier charges sent to the Company after the time period, or not in the format specified above, will be rejected and the Firm Transportation Customer's bill for the current billing period will state that the Supplier charges for the current billing period are not available or the customer will be billed at the current Supplier rate. Supplier must submit to the Company any charges not supplied. (c)

12.9.B.2.f. The Company will collect and process Firm Transportation Customer's payments in accordance with Section 2205 (c)(5) of the Gas Choice Act and the PUC's applicable payment priority requirements. The Company shall pay the Supplier amounts pursuant to POR program stipulations as described in section 12.9.C below. (c)

12.9.B.2.f.1 The Company will make payments to the Supplier by Automatic Clearing House ("ACH"), with remittance advice to a bank designated by the Supplier. (c)

12.9.B.2.f.2 In the event the Company fails to pay Supplier within the agreed upon payment period, the Company will pay the Supplier ten percent (10%) interest per annum on the unpaid amount. (c)

12.9.B.3. Within the time frame and via the transaction format approved by the PUC, the Company will transmit meter data (e.g. meter reads, consumption, dates and type of reading) to the Supplier. (c)

12.9.C. Purchase of Receivables Program (c)

12.9.C.1. POR. PGW will offer a POR program pursuant to the Commission's Final Order in Docket Nos. R-2008-2073938 and R-2009-2139884, or as otherwise ordered by the Commission. (c)

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. (c)

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. (c)

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

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 Nos. R-2008-2073938 and R-2009-2139884, 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. (c)

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

1. The Company will remit payment for the receivable on the 25<sup>th</sup> day of the month following the billing month. (c)
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. (c)

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. (c)

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). (c)

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

12.9.C.6. Dispute Resolution. To the extent that disputes arise, Supplier and Company shall attempt to resolve such disputes according to the dispute resolution procedures described in Section **12.9.D.** of this Supplier Tariff. Parties have the right to resolve such disagreements through PUC dispute resolution process. (c)

12.9.D. Dispute Process. (c)

12.9.D.1. The Company shall process all disputes in accordance with the Public Utility Code and the PUC's applicable orders and regulations (52 Pa. Code 56.1 et. seq.). In the event the dispute relates to the Company's charges or actions, or to both Company's and the Supplier's Charges or actions, the Company will coordinate with the Supplier so that a proper investigation to a Customer dispute is conducted and completed within the time period prescribed by 52 Pa Code 56.151(5) and so that the Customer and the Supplier (if the Supplier is involved in the dispute) are informed of the results of the investigation. The Supplier will designate specific personnel for responding to complaints and disputes under this process. The Supplier shall provide all information needed by the Company relating to the Customer's dispute within five (5) business days of the Company's request, unless the gas service is off, in which even the information shall be provided within three (3) business days of the Company's request. In the event, however, the dispute relates solely to the Supplier's Charges or actions the Company shall refer the Customer directly to the Supplier for resolution of the dispute. (c)

12.9.D.2. The Supplier shall hold PGW harmless for the results of any regulatory count or other action arising from a dispute related to a Supplier charge. (c)

12.9.D.3. The Company shall process all informal complaints in accordance with the Public Utility Code and the PUC's applicable orders and regulations. In the event the informal complaint relates to the Company's charges or actions, or to both the Company's and the Supplier's Charges or actions, the Company will coordinate with the Customer's Supplier so that the proper information is submitted to the PUC's Bureau of Consumer Services within the time period required by the PUC. In the event, however, the informal complaint relates only to the Supplier's Charges or actions, the Supplier shall have the sole responsibility to submit the proper information. (c)

12.9.E. Supplier shall pay to Company the following fees for billing services: (c)

12.9.E.1. Billing Fee \$ /Bill. (reserved)

12.9.E.2. Supplier POR cancel/re-bills. To the extent the NGS has provided the Company with inaccurate or erroneous information which requires an adjustment to ratepayer's bills, the NGS agrees to pay the Company billing error fees based upon the following schedule: (c)

the per premise fee will be set at \$45.57 per incident per premise adjusted beginning in PGW's Fiscal Year 2016, and increasing by 2.4% annually thereafter (c)

12.10. In the event a Supplier wants the Company to provide a billing service other than the standard billing service, the fee for such service shall be negotiated between the Company and the Supplier. (c)

(c)

### 13. Supplier Exit Procedures

#### 13.1. WITHDRAWAL BY SUPPLIER FROM GAS CHOICE.

13.1.A. In compliance with all applicable PUC rules and regulations, and at least ninety (90) days before withdrawal, a Supplier shall provide to the Company electronic notice, in a form specified by the Company, of withdrawal by the Supplier from the Gas Choice Program, meaning withdrawal from supplying, under this Supplier Tariff, Natural Gas Supply on the Company's system to Customers.

13.1.B. In compliance with all applicable PUC rules and regulations, and at least ninety (90) days prior to said withdrawal, a Supplier shall also provide written notice to its Customers of its withdrawal from the Gas Choice Program.

13.1.C. A Supplier that withdraws from the Gas Choice Program without providing timely notice of withdrawal to the Company and to its Customers shall reimburse the Company for any costs incurred by Company associated with the withdrawal:

13.1.C.1. Mailings by the Company to the Supplier's Customers to inform them of the withdrawal and their options;

13.1.C.2. Non-standard/manual bill calculation and production performed by the Company

13.1.C.3. Supplier data transfer responsibilities that must be performed by the Company; and

13.1.C.4. Charges or penalties imposed on the Company by other third parties resulting from Supplier nonperformance. (c)

13.1.C.5. In the event of a mid-cycle withdrawal, any differences between the NGS's rates that customers are billed for the remainder of the cycle and the Company's SOLR rates shall be recovered as Purchased Gas Costs. (c)

#### 13.2. SUPPLIER'S DISCONTINUANCE OF CUSTOMERS.

13.2.A. At least thirty (30) days in advance of any intended discontinuance of service to any of its Firm Transportation Customer classes, a Supplier shall provide electronic notice to the Company of any such discontinuance in a form specified by the Company, and in a manner consistent with applicable PUC rules.

13.2.B. A Supplier shall provide a minimum of thirty (30) days advance notice to all members of any Firm Transportation Customer class it intends to stop serving in a manner consistent with applicable PUC rules.

13.2.C. A discontinuance will be effective on a Meter Read Date and in accordance with the Supplier switching rules contained in this Tariff and in the Gas Service Tariff.

#### 13.3. TERMINATION OF FIRM POOLING SERVICES AGREEMENT.

13.3.A. In the event the Supplier ceases to participate in, or otherwise withdraws from, the Company's Gas Choice Program, the Firm Pooling Agreement between the Supplier and the Company shall terminate thirty (30) days following the date on which the Supplier has no more active Customers.