

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

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

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

**PHILADELPHIA GAS WORKS**  
**GAS SERVICE TARIFF**



Issued by: Seth Shapiro  
President and CEO

PHILADELPHIA GAS WORKS  
800 West Montgomery Avenue  
Philadelphia, PA 19122

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

**List of Changes Made by this Tariff Supplement**

**TABLE OF CONTENTS (PAGE Nos. 6)**

Updated to reflect revised page numbers.

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

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

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

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

TABLE OF CONTENTS

	<u>Page Number</u>
List of Changes Made By This Tariff_____	XXX Revised 2
Description of Territory Served_____	5
Table of Contents_____	XXX Revised 6
Definitions_____	Second Revised 10
<b><u>RULES and REGULATIONS:</u></b>	
1. The Gas Service Tariff_____	First Revised 15
2. Application and Contract for Gas Service_____	Sixth Revised 17
3. Credit and Deposit_____	4 <sup>th</sup> Revised 21
4. Billing and Payment_____	Second Revised 26
5. Termination and/or Discontinuance of Gas Service_____	Second Revised 30
6. Termination of Service for Safety Reasons and Curtailment of Service/ Service Continuity_____	First Revised 38
7. Inquiry, Review, Dispute, and Appeals Process_____	First Revised 41
8. Customer's Responsibility for Company's Property_____	First Revised 44
9. Conditions of Service, Point of Delivery, and Application of Rates_____	4 <sup>th</sup> Revised 47
10. Extensions and Rights-Of-Way_____	First Revised 50
11. Meters: Measurements, Readings, Errors, and Tests_____	First Revised 53
12. Service Charges and Miscellaneous Fees and Provisions_____	Second Revised 57
13. Universal Service And Energy Conservation Programs_____	Second Revised 59
14. Gas Choice Enrollment and Switching_____	XXX Revised 63
15. Supplier of Last Resort_____	First Revised 65

## 14. Gas Choice Enrollment and Switching

In accordance with all applicable final Commission Orders:

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

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

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

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

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

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

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

**(C) - Change**

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

(C)

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

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

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

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

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

**(C) – Change**