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

Supplement No. 93

PHILADELPHIA GAS WORKS

GAS SUPPLIER TARIFF



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

Rates to become effective January 1, 2021 in accordance with the Commission's Order entered November 19, 2020 at Docket No. R-2020-3017206.

List of Changes Made by this Tariff

TABLE OF CONTENTS (Page No. 6)

Updated to reflect revised page numbers.

7.2 SUPPLIER OBLIGATIONS (Page No. 28)

Modified to require Suppliers to accept released capacity before the start of each month and to permit PGW to bill Suppliers who fail to do so for capacity plus a penalty charge of \$50 per day per release.

13.6 SUPPLIER EXIT AND POOL BALANCE SETTLEMENT (Page No. 54)

Modified provisions to clarify the appropriate price for the purchase of gas to settle a Supplier's pool balance when a Supplier has exited the market and no longer serves any customers in the Philadelphia Gas Works Service Area.

TABLE OF CONTENTS

l ict	of Changes Made By This Tariff	Page Number Ninety First Revised 2
Checksheet		First Revised 4
Table of Contents		Ninetieth Revised 6
Table of Contents (continued)		7
Definitions		Second Revised 10
RUL	LES and REGULATIONS:	
1.	The Supplier Tariff	14
2.	Availability	16
3.	Character of Service	18
4.	Supplier Qualification	20
5.	Customer List	First Revised 23
6.	Supplier Selection Procedures	First Revised 26
7.	Supplier Obligations	First Revised 29
8.	Operational Requirements	33
9.	Special Provisions	37
10.	Nomination Procedure	42
11.	Financial Security	44
12.	Supplier Billing and Payment	First Revised 46
13.	Supplier Exit Procedures	First Revised 52
14.	Breach of Obligations	57
15.	Standards of Conduct	60

(C)

7. SUPPLIER OBLIGATIONS

7.1 Confidentiality of Information.

- <u>7.1.A.</u> <u>General.</u> 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.
- <u>7.1.B.</u> <u>Customer Information.</u> 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.
- <u>7.2.</u> 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. Suppliers are required to accept released capacity through the pipeline electronic bulletin boards before the beginning of each month. If a Supplier fails to do so, PGW reserves the right to bill the Supplier directly for the capacity plus a penalty charge (\$50 per day per release).
- <u>7.3.</u> 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.
- <u>7.4.</u> 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.
- <u>7.5.</u> 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.
- <u>7.6.</u> 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.
- <u>7.7.</u> 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.
- <u>7.8.</u> A Supplier must comply with applicable communications standards, including approved Internet based procedures.
- <u>7.9.</u> A Supplier must cooperate with Company in the preparation of an annual reliability plan presented to the PUC.

(C) - Change

(C)

13.6. SUPPLIER EXIT AND POOL BALANCE SETTLEMENT

When a supplier has officially exited the market and no longer serves any customers in the Philadelphia Gas Works Service Area, the Supplier's pool balance must be settled. If the Supplier owes the Company gas, the Supplier must purchase the gas from the Company at a 12-month average of the Daily Market Index Price. If the Company owes the Supplier gas, the Company must purchase the gas from the Supplier at a 12-month average of the Daily Market Index Price.

(C) - Change