

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
BUFFALO, NEW YORK

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHING

OF

NATURAL GAS SERVICE

IN

TERRITORY DESCRIBED HEREIN

Issued: April 30, 2026

Effective: May 1, 2026

M. D. Colpoys, PRESIDENT
BUFFALO, NEW YORK

This Supplement includes increases and decreases to existing rates.
See page 2.

LIST OF CHANGES MADE BY THIS TARIFF

DECREASES:

1. The Natural Gas Supply for Residential, Commercial, and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Volume Industrial Service Classes decrease.
Pages 36, 36A, 41, 41A, 42, 53, 55, 66, and 76A.
2. Demand Charges for Load Balancing Services decrease.
Pages 48, 61, 72, 79, and 82.
3. Commodity Charges for Sales and Transportation Service decrease.
Pages 50, 62, 73, and 80.
4. Components of Natural Gas Vehicle rates decrease.
Pages 83 and 84.
5. The price for purchase of gas by Distribution from a transportation service customer in the event of a curtailment or interruption will decrease.
Pages 106, 117, and 146G.
6. SATC Alternative Capacity Release Rate decrease.
Page 127.
7. Purchased gas costs in Rider A decrease.
Page 147.
8. CAP rate discount in Rider F decreases.
Page 164 and 167.
9. The Merchant Function Charge in Rider G decreases.
Pages 168 and 169.
10. Purchased gas costs in Rider A and the Price to Compare shown in Rider H decrease.
Page 169.

LIST OF CHANGES MADE BY THIS TARIFF

INCREASE:

11. The State Tax Adjustment Surcharge in components of NGV increases.
Page 83 and 84.
12. Priority Standby Service monthly rate increases.
Page 93 and 95.
13. SATC Transportation Service rates increase for Residential and Small
Volume Industrial.
Page 119A, 120, and 121.
14. SATC Alternative Capacity Release Rate increase.
Page 131.

LIST OF CHANGES MADE BY THIS TARIFF

INCREASES (continued)

21. POR Discounts increase for Non-Residential.
Page 125

22. DMLMT Service Distribution charge increases.
Page 146C

23. Rider F - LIRA Discount Charge, increase in Current LIRA
Page 164 and 167

24. Rider G - Merchant Function Charge Rider, increase in Residential
Service and Non-residential Service rates.
Page 168

25. Rider H - Gas Procurement Charge
Page 169

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 67 to
Gas - Pa. P.U.C. No. 9
First Revised Page No. 3B
Canceling Original Page No. 3B

RESERVED FOR FUTURE USE

Issued: December 29, 2006

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TERRITORY COVERED BY THIS TARIFF

<u>County</u>	<u>Cities</u>	<u>Boroughs</u>	<u>Townships</u>		
Armstrong			Bradys Bend	Perry	Washington
Armstrong			East Franklin	Sugarcreek	West Franklin
Butler		Chicora Adams	Fairview	Summit	
Butler		Karns City	Allegheny	Forward	Venango
Butler		Mars	Center	Oakland	Washington
Butler		Petrolia	Concord	Parker	
Butler			Donegal	Penn	
Cameron	Emporium	Shippen			
Clarion	Clarion	Ashland	Highland	Paint	
Clarion	East Brady	Beaver	Knox	Perry	
Clarion	Strattanville	Brady	Limestone	Salem	
Clarion		Clarion	Madison	Washington	
Clarion		Elk	Millcreek		
Clarion		Farmington	Monroe		
Clearfield	DuBois	Falls Creek	Brady	Huston	Sandy
Crawford	Meadville	Blooming Valley	Cambridge	Summerhill	
Crawford	Titusville	Cambridge	Conneaut	Summit	
Crawford		Springs East	Fairfield	Venango	
Crawford		Cochranton	East Mead	Vernon	
Crawford		Conneaut Lake	Fairfield	Wayne	
Crawford		Conneautville	Greenwood	Woodcock	
Crawford		Hydetown	Hayfield	West Mead	
Crawford		Linesville	Oil Creek		
Crawford		Saegertown	Pine		
Crawford			Randolph		
Crawford		Springboro	Richmond		
Crawford		Townville	Sadsbury		
Crawford		Venango South	Shenango		
Crawford		Woodcock	Spring		
Crawford			Steuben		
Elk	St. Marys	Johnsonburg	Fox	Jay	Ridgway
Elk		Ridgway Highland	Jones	Spring Creek	
Elk			Horton	Millstone	
Erie	Corry	Albion	Amity	McKean	
Erie	Erie	Cranesville	Concord	Millcreek	
Erie		E. Springfield	Conneaut	North East	
Erie		Edinboro	Elk Creek	Springfield	
Erie		Elgin	Fairview	Summit	
Erie		Fairview	Franklin	Union	
Erie		Girard	Girard	Venango	
Erie		Lake City	Greene	Waterford	
Erie		Middleboro	Greenfield	Wayne	
Erie		Mill Village	Harborcreek	Washington	
Erie		North East	Lawrence Park		
Erie		Platea	Leboeuf		
Erie		Union City			
Erie		Waterford			
Erie		Wattsburg			
Erie		Wesleyville			

(C)

(C) Indicates Change

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TERRITORY COVERED BY THIS TARIFF
(Continued)

County	Cities	Boroughs	Townships		
Forest			Barnett	Hickory	Jenks
Forest			Green	Howe	Kingsley
Forest			Harmony		
Jefferson		Brockway	Barnett	Knox	Union
Jefferson		Brookville	Beaver	Pinecreek	Warsaw
Jefferson		Corsica Clover	Polk	Washington	
Jefferson		Falls Creek	Eldred	Rose	Winslow
Jefferson		Reynoldsville	Heath	Snyder	
Jefferson		Sykesville			
McKean	Bradford	Lewis Run	Bradford	Hamlin	Otto
McKean		Smethport	Eldred	Keating	Sergeant
McKean			Foster	Lafayette	Wetmore
McKean			Hamilton	Norwich	
Mercer	Farrell	Clarksville	Coolspring	Jefferson	Sugar Grove
Mercer	Hermitage	Fredonia	Delaware	Lackawannock	West Salem
Mercer	Sharon	Greenville	E. Lackawannock	Lake	Worth
Mercer		Jackson Center	Fairview	Perry	
Mercer		Jamestown	Findley	Pine	
Mercer		Mercer	French Creek	Pymatuning	
Mercer		Sharpville	Green	Sandy Creek	
Mercer		Sheakleyville	Hempfield	Sandy Lake	
Mercer		West Middlesex	Hickory	Shenango	
Mercer		Wheatland	Jackson	South Pymatuning	
Venango	Franklin	Cooperstown	Canal	Irwin	President
Venango	Oil City	Pleasantville	Cherrytree	Jackson	Richland
Venango		Polk	Clinton	Mineral	Rockland
Venango		Rouseville	Cornplanter	Oakland	Sandycreek
Venango		Utica	Cranberry	Oilcreek	Scrubgrass
Venango			Frenchcreek	Pinegrove	Sugarcreek
Warren	Warren	Clarendon	Brokenstraw	Freehold	Pittsfield
Warren		Sugar Grove	Columbus	Glade	Pleasant
Warren		Tidioute	Conewango	Limestone	Sheffield
Warren		Youngsville	Deerfield	Mead	Sugar Grove
Warren			Farmington	Pine Grove	Triumph

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED

1. RULES AND REGULATIONS

The customer's application for service, the Pennsylvania Public Utility Code and the rules and regulations promulgated by the Pennsylvania Public Utility Commission, as amended from time to time, and the rules and regulations contained herein are a part of the contract with each Customer, and each Customer agrees to be bound thereby.

2. APPLICATIONS FOR SERVICE

The Company may require any applicant for service to sign an application. Regardless of the manner in which an application is made, the acceptance of such application by the Company shall result in a contract service governed by Rule 1.

3. DETERMINATION OF COMPANY INVESTMENT FOR UPGRADE/EXTENSION OF FACILITIES

A. Maximum Company Investment Level

The Company investment for upgrade/extension of facilities for a firm gas customer shall be limited to an amount determined as follows:

$$\text{Maximum Company Investment} = \frac{\text{Additional Annual Revenues} \times \text{Justified Company Investment per Dollar of Additional Annual Revenue}}{\text{Dollar of Additional Annual Revenue}}$$

B. Determination of Additional Annual Revenues

The Additional Annual Revenues are calculated as follows:

(1) The Company will estimate the customer's projected firm annual volumes as follows:

(a) Residential

For guideline purposes, the Company shall use annual gas consumption figures for gas space heating and for various gas appliances as shown below (These figures are based on current insulation standards as well as 92% efficient furnaces):

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

3. DETERMINATION OF COMPANY INVESTMENT FOR UPGRADE/EXTENSION OF FACILITIES
(Cont'd)

Gas Space Heating:

Single Family Home - [(square footage x .029) - 5.4] Mcf
Apartment/Condominium - [(square footage x .024) + 3.14] Mcf
Manufactured Home - [(square footage x .0267) + 6.98] Mcf

Gas Appliances:

Gas Water Heater - 20.4 Mcf
Gas Dryer - 3.6 Mcf
Gas Range - 7.6 Mcf
Other Gas Appliances - Determined by the Company on a case-by-

case basis.

(b) Commercial or Public Authority: Industrial

The Company shall estimate projected firm annual volumes on a case-by-case basis.

(2) This annual volume is then distributed into 12 monthly amounts based on an average distribution in the appropriate revenue classification. (Alternatively, the customer's annual usage estimate may be distributed according to his own historic or projected monthly load profile pursuant to the Company's review and approval.)

(3) The appropriate rate schedule is applied to each monthly volume, and the results are added to produce annual gross revenues.

(4) For each monthly volume the costs shall be determined for the portion of monthly gross revenues for recovery of purchased gas costs pursuant to applicable provisions of Rider A to this tariff and the applicable rate schedule.

|
(C)
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The portion of monthly gross revenues for recovery of Purchased Gas Costs and Transition Costs for each month shall be added together to produce annual revenues for recovery of Purchased Gas Costs and Transition Costs.

(5) The amount calculated under item (4) above, shall be subtracted from the amount calculated under item (3) above.

(6) Additional annual revenues resulting from the upgrade/extension shall be determined by reducing the annual revenues for recovery of non-gas costs as calculated in (5) above, by the customer's currently generated annual revenues for recovery of non-gas costs, if any, as determined by the Company.

(C) Indicates Change
(D) Indicates Decrease
(I) Indicates Increase

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

3. DETERMINATION OF COMPANY INVESTMENT FOR UPGRADE/EXTENSION OF FACILITIES
(Cont'd)

C. Determination of Justified Company Investment Per Dollar of
Additional Annual Revenue

(1) Residential

The Justified Company Investment Per Dollar of Additional Annual Revenue for residential customers is \$6.93. (I)

(2) Commercial and Public Authority; Industrial

The Justified Company Investment Per Dollar of Additional Annual Revenue for commercial, public authority or industrial customers shall be selected from the table below based upon the projected term of use by the customer of the new or upgraded facilities.

Projected Term of Use of New/Upgraded Facilities (Years)	Justified Company Investment Per Dollar of Additional Annual Revenue
1	\$ 0.63
2	1.21
3	1.76
4	2.27
5	2.74
6	3.18
7	3.59
8	3.97
9	4.32
10	4.65
Greater than 10	6.93

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Because the term of use has a substantial effect on the determination of the Justified Company Investment Per Dollar of Additional Annual Revenue, the Company may require a letter of intent from commercial, public authority and industrial customers projecting the term of use of the new or upgraded extension of facilities being requested.

The Company reserves the right to require a guaranteed revenue contract if the customer projects a term of use of the new or upgraded facilities in excess of 10 years or if the customer does not demonstrate that the customer's term of use is reasonable.

(D) Indicates Decrease

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

3. DETERMINATION OF COMPANY INVESTMENT FOR UPGRADE/EXTENSION OF FACILITIES
(Cont'd)

Additionally, the Company reserves the right to require a guaranteed revenue contract from a commercial, public authority or industrial customer if any of the following conditions exist:

(1) The investment is for a dual fuel or partially dual fueled facility;

(2) The Company determines that a customer's financial status does not demonstrate that the customer will be able to pay bills for the projected term of use of the facilities; or

(3) The actual investment by the Company is greater than \$50,000.

(3) Recomputation

The Company may recompute, modify, alter or amend the foregoing Justified Company Investment Per Dollar of Additional Annual Revenue amounts as the Company may deem necessary or convenient in the conduct of its business, provided, however, that such recomputation, modification, alteration or amendment shall not become effective unless and until included in this tariff.

(C)

D. Application of Maximum Company Investment

The Maximum Company Investment as determined above shall be applied, first, to the installed meter cost, if any, and then will be applied towards any mainline and/or service line extension, service connection, and/or the upgrade of any of the Company's facilities to accommodate increased volumes of sales or transportation. However, if the Maximum Company Investment is less than the installed meter cost, Company will provide and install the meter at no cost to the Customer.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

4. UPGRADE/EXTENSION OF FACILITIES

A. Residential

Whenever the owner or occupant of any property eligible for service as a residential customer makes a written application for service to the Company, and the Company has authority to render service to said applicant, the Company shall extend its facilities so as to serve said property or new residential development, provided that the applicant shall first have executed an agreement to pay to the company the rate charged under the appropriate service classification and to contribute to the cost of extending facilities, an amount equal to the difference between the total cost of construction of facilities less the Company's Maximum Investment (as calculated in Rule No. 3, above).

Income taxes, if any, paid with respect to the Contribution will be recorded in a deferred account and such taxes, less the income tax effect of depreciation received with respect to the property constructed with the Contribution, will be included in the Company's rate base in subsequent rate case proceedings.

B. Commercial or Public Authority; Industrial

Whenever the owner or occupant of any property eligible for service as a Commercial or Public Authority customer, or as an Industrial customer, makes a written application for service to the Company, and the Company has authority to render service to said applicant, the Company shall extend its system so as to serve said property, provided said applicant shall first have executed an agreement to pay to the Company the rates charged under the appropriate service classification and to contribute to the cost of extending facilities, an amount equal to the difference between the total cost of construction of facilities less the Company's Maximum Investment (as calculated in Rule No. 3, above).

Income taxes, if any, paid with respect to the Contribution will be recorded in a deferred account and such taxes, less the income tax effect of depreciation received with respect to the property constructed with the Contribution, will be included in the Company's rate base in subsequent rate case proceedings.

The Company's Maximum Investment for Commercial or Public Authority and Industrial customers shall equal the Maximum Company Investment as calculated in Rule No. 3 above; provided, however, that, in the event that the Company reasonably believes that the Company's installation of facilities will be completed substantially in advance of date that the Customer's use will equal projected annual volumes used to calculate the Maximum Company Investment as calculated in Rule No. 3 above, the Company may discount the Maximum Company

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

4. UPGRADE/EXTENSION OF FACILITIES (Cont'd)

Investment as calculated in Rule No. 3 above to present value based upon the Company's most recent Commission-approved fair rate of return. (C)

C. Developer/Builder - Residential

Whenever the Developer/Builder of a residential property eligible for service makes a written application for service to the Company, and the Company has authority to render service to the property to be developed, the Company shall extend its system to serve said property, provided that, if the cost to extend the facilities exceeds the Maximum Company Investment, as calculated below, the Developer/Builder shall have entered into an agreement to contribute to the cost of extending facilities. (C)

The Maximum Company Investment for extensions involving a Developer/Builder shall be calculated as follows:

(1) The Developer/Builder shall provide a reasonable schedule of unit completion within the property to be developed;

(2) The Maximum Company Investment shall be calculated (as provided in Section 3) separately based on the number of units scheduled to be completed:

(a) within twelve months from the date of the estimated completion of construction of the new facilities; and

(b) during each successive twelve month period following the date of the estimated completion of construction of the new facilities.

(3) For all units not scheduled for completion within twelve months from the estimated date of completion of the construction of the new facilities, the Maximum Company Investment, as calculated above, shall be discounted to present value at the projected date of the completion of Company installed facilities using the Company's most recent Commission-approved fair rate of return.

(4) The sum of the discounted Maximum Company Investment for units to be installed more than twelve months after construction of Company facilities and the Maximum Company Investment for units scheduled for completion within twelve months of the estimated date of completion of construction of Company facilities shall equal the total Maximum Company Investment for the extension.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

4. UPGRADE/EXTENSION OF FACILITIES (Cont'd)

The Developer/Builder shall contribute to the cost of extending facilities, an amount equal to the difference between the total cost of construction of facilities less the Maximum Company Investment (as calculated above).

Income taxes, if any, paid with respect to the Contribution will be recorded in a deferred account and such taxes, less the income tax effect of depreciation received with respect to the property constructed with the Contribution, will be included in the Company's rate base in subsequent rate case proceedings.

In the event that the Developer/Builder does not achieve the projected annual completion rate, the Maximum Company Investment and the amount to be contributed will be recalculated, in the same manner stated above, based upon actual units completed. If the recalculated amount to be contributed is greater than the previously calculated amount to be contributed, the Developer/Builder will be required to pay such difference to the Company; provided, however, that no amount will be required to be paid if the recalculated amount to be contributed exceeds the Company's actual cost of construction less the recalculated Maximum Company Investment.

C1. Developer/Builder Commercial or Industrial

Whenever the Developer/Builder of a commercial or industrial property eligible for service makes a written application for service to the Company, and the Company has authority to render service to the property to be developed, the Company shall extend its system to serve said property, provided that, if the cost to extend the facilities exceeds the Maximum Company Investment, as calculated below, the Developer/Builder shall have entered into an agreement to contribute to the cost of extending facilities.

The Maximum Company Investment for extensions involving a Developer/Builder shall be calculated as follows:

(1) The Developer/Builder shall provide a reasonable schedule of customer attachments and projected additional annual revenues from volumes to be transported by or purchased from the Company and consumed by the attaching customers;

(2) The Maximum Company Investment shall be calculated (as provided in Section 3) separately based on the historical and projected additional annual revenues from volumes to be transported by or purchased from the Company and consumed by the attaching customers:

(a) within twelve months from the date of the estimated completion of construction of the new facilities; and

(b) during each successive twelve month period following the date of the estimated completion of construction of the new facilities.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

4. UPGRADE/EXTENSION OF FACILITIES (Cont'd)

(3) For all customer attachments not scheduled for completion within twelve months from the estimated date of completion of the construction of the new facilities, the Maximum Company Investment, as calculated above, shall be discounted to present value at the projected date of the completion of Company installed facilities using the Company's most recent Commission-approved fair rate of return. (C)

(4) The sum of the discounted Maximum Company Investment for customers to be attached more than twelve months after construction of Company facilities and the Maximum Company Investment for customer attachments scheduled for completion within twelve months of the estimated date of completion of construction of Company facilities shall equal the total Maximum Company Investment for the extension.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

4. UPGRADE/EXTENSION OF FACILITIES (Cont'd)

The Developer/Builder shall contribute to the cost of extending facilities, an amount equal to the difference between the total cost of construction of facilities less the Maximum Company Investment (as calculated above).

Income taxes, if any, paid with respect to the Contribution will be recorded in a deferred account and such taxes, less the income tax effect of depreciation received with respect to the property constructed with the Contribution, will be included in the Company's rate base in subsequent rate case proceedings.

In the event that the Developer/Builder does not achieve the projected annual completion rate, the Maximum Company Investment and the amount to be contributed will be recalculated, in the same manner stated above, based upon actual additional annual revenues from volumes transported by or purchased from the Company and consumed by the attaching customers during the 60-month period following completion of the extension and the projected additional annual revenues from volumes to be transported by or purchased from the Company and consumed by the customers attached as of the last day of such 60-month period. If the recalculated amount to be contributed is greater than the previously calculated amount to be contributed, the Developer/Builder will be required to pay such difference to the Company; provided, however, that no amount will be required to be paid if the recalculated amount to be contributed exceeds the Company's actual cost of construction less the recalculated Maximum Company Investment.

D. Upgrade

The Company's investment for the upgrade of facilities shall be subject to the formula described in Rule No. 3. An upgrade is required when the customer needs dictate increasing, decreasing or otherwise changing the current service line, main line or meter size for the increased, decreased or otherwise changed volume or pressure requirements or when the customer requests installation of an excess flow valve or natural gas related equipment or facilities not otherwise required by regulation and the Company has deemed such installation appropriate. (C)

E. Advance Payment and Construction

Construction of any extension or installation of excess flow valves or natural gas related equipment or facilities not otherwise required by regulation will not be undertaken until the amount of the applicant's contribution has been paid to the Company by the applicant. In the case of an excess flow valve or natural gas related equipment or facilities not otherwise required by regulation, the amount of the applicant's contribution will be determined based upon the Company's cost to install such equipment. The actual construction of the extension shall be scheduled at the Company's discretion. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

4. UPGRADE/EXTENSION OF FACILITIES (Cont'd)

F. Refunds of Customer Investment

Any customer attaching to a facility extended/upgraded within five (5) years of completion thereof will be required to contribute to the cost of the extension/upgrade in accordance with Rules 3 and 4. In the event a new customer attaches to an extension/upgrade of the Company's facilities paid for by a customer or a developer/builder, within five (5) years of the date of completion thereof, a pro rata refund will be made to customers or developer/builder who were charged for such extension. In the alternative, the customer or builder/developer and Distribution may mutually agree in writing that the refund, if any, shall equal the Company's Maximum Company Investment for the attaching customer less the Company's actual attachment cost of construction. An annual review of such extensions is made on the anniversary date of completion thereof, during said five (5) years, and any refunds due are made at that time except for extensions for a developer/builder of commercial or industrial property which shall be reviewed at the end of year five (5) and any refunds due will be made at that time. No refunds will be paid for attachments occurring more than five (5) years after the completion date and in no case will the aggregate amount of refunds to a customer or developer/builder exceed the amount which the customer or developer/builder paid for the mainline extension/upgrade.

5. MAINTENANCE OF FACILITIES

After initial installation of facilities has been made, pursuant to Rule Nos. 3 and 4, above, all facilities including mains, customer service lines (*i.e.*, the portion of the service line from the outlet of the Company's service stop cock to the inlet of the meter) and Company service lines (*i.e.* the portion of the service line from the gas main to and including the curb box and service stop cock), shall be maintained, replaced or renewed, as required, at the expense of the Company.

SPECIAL PROVISION FOR FORMER NEHL PREMISES:

As used herein, the term "Former NEHL Premises" shall mean premises that were previously served by North East Heat & Light.

Notwithstanding any provision to the contrary contained herein:

- At Former NEHL Premises, ownership of existing customer-owned service lines shall remain with the customer unless and until the Company determines, in its sole discretion, that replacement is required. Upon such determination, the Company shall install a new Company-owned service line at the Company's expense, and it shall be a condition of service that the customer permit such installation. The existing customer-owned service line shall then be disconnected and abandoned in place in accordance with Company standards and applicable codes.
- For subsequent applicants at Former NEHL Premises:
 - (a) if a customer-owned service line is already present, the Company may, in its sole discretion, determine that a new service line must be installed; in such case, the Company will install a new Company-owned service line at its expense, and the existing customer-owned line will be abandoned in place; and
 - (b) if no service line is present, or the line has been removed or cut off, the applicant shall pay for the extension of facilities in accordance with Rule 5 of this tariff.

5A. SPECIAL UTILITY SERVICES

The provisions of Rules 3 and 4 do not apply to applications for special utility service. "Special utility service" shall include (a) a request for utility service when the applicant has an installed alternative fuel capability, including service from a natural gas well; (b) a request for utility service when the applicant is already receiving natural gas service from another Pennsylvania public utility; (c) a request for utility service from an applicant located in an area in which another natural gas utility is authorized to serve the applicant; (d) a request for utility service by an applicant who was the owner or ratepayer of record for the premises at the time the Company last provided service to the premises; (e) any request for service by an applicant who, in the Company's view, is unlikely to remain on the Company's system for a sufficient period of time to justify the extension. Applications for special utility service shall be resolved on a case-by-case basis through negotiations between the applicant and the company.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

6. METERS

Gas delivered to customers from services attached to distribution lines shall be measured by meters to be furnished, installed and owned by the Company.

If, at any time after the installation of a meter, conditions are changed so that its location becomes unsuitable, the Company shall have the right to move the meter to a suitable place at the expense of the customer or property owner.

The cost of changes in location of meters made at the request of the property owner shall be borne by the owner. The customer shall not tamper with the meter and shall permit no one except employees of the Company to connect or disconnect the meter.

The customer shall be responsible to the Company for any injury to, or loss of, any meter arising out of or caused by the customer's negligence or carelessness, or that of his servants, employees, members of his household, or any person upon his premises under or by his consent, or sufferance. The customer shall at once notify the Company of any injury to, or any cessation in registration of, the meter as soon as it comes to his knowledge.

The Company, in its sole discretion, may install, together with its meter, an automated meter reading device ("AMD"), which can communicate automatically data from the meter to the Company by use of the telephone system. Customer shall provide the Company a suitable location for installation of an AMD, and the customer shall permit the Company to connect the AMD to the customer's existing telephone inside wiring. The customer shall not be required to install or modify telephone inside wiring or to subscribe to public utility telephone service in order to receive service from the Company.

The Company shall provide at least 72 hours' notice of the installation of an AMD at the customer's premises. The Company will not install an AMD at a customer's premises unless the AMD is designed to relinquish control of the customer's telephone line when the customer's telephone equipment is activated. If an AMD installed by the Company fails to relinquish control of a customer's telephone line when the customer's telephone equipment is activated, then such AMD will be replaced or repaired by the Company at the Company's expense. The Company will not install any AMD capable of transmitting voice communications unless specific permission is obtained from the Commission prior to installation.

If a Customer of the Company is billed by a telephone public utility specific charges for usage of telephone service (toll charges or local message unit charges) or charges for maintenance services that were caused by the Company's installation or use of AMD's, then the Company will reimburse the Customer for such charges.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

7. CUSTOMER'S PIPING AND EQUIPMENT

Prior to the installation of house piping by the customer in new or altered premises, inquiry shall be made of the Company to determine the requirements, sizes of pipe, quality and other specifications.

House lines, piping, connections and appliances are subject to inspection by the Company and no gas will be delivered unless all conditions are satisfactory.

The Company gives no warranty, expressed or implied, as to the adequacy or safety of any structure, equipment, piping, appliance or device owned, installed, leased or maintained by or for the customer or the owner of the premises served.

8. ACCESS TO PREMISES

The authorized agents of the Company shall, at all reasonable times, have free access to any premises supplied with gas or to which a service connection has been made, for the purpose of reading, inspecting, repairing or removing meters, piping, or other appliances therein belonging to the Company and of inspecting the piping and appliances belonging to the customer.

Every industrial customer shall permit the Company, during business hours and upon reasonable notice, to inspect the customer's facilities so that the Company may determine whether facilities have been installed which would enable the customer to obtain volumes of gas without using the Company's system ("Bypass Facilities"). If a customer refuses to permit the Company to inspect the customer's facilities, it shall be presumed that Bypass Facilities have been installed.

9. INTERRUPTION OF SERVICE

In accordance with the Public Utility Code, the Company will provide service which shall be reasonably continuous and without unreasonable interruptions or delay. The Company shall not be liable, in any amount, for damages, direct or consequential, where service meets requirements of the Public Utility Code. This limitation of liability, however, shall not apply to Company conduct which is found to be willful, wanton or reckless. If the Company shall know, in advance, of an expected interruption of service, the Company will take all reasonable steps, such as personal contact, phone contact or the use of mass media, to notify affected customers of the cause and expected duration of the interruption.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

10. LEAKS

The responsibility for detecting leaks or defects in piping between the Company's service connection and the point of consumption shall be upon the customer. The customer shall give immediate notice to the Company of inadequate, irregular or failing gas supply, leakage, abnormally high or low pressures, or any dangerous conditions.

Should any leak or defect be discovered in the mains, service connections, customer's service line, piping, or appliances, the Company shall have the right to shut off the supply of gas until satisfactory repairs have been made.

11. REFUSAL OR TERMINATION OF SERVICE

The Company may decline to serve an applicant (1) until he has complied with state and municipal regulations governing gas service and the approved Rules and Regulations of the Company contained in this Tariff and any supplement thereto, (2) if the Company does not have adequate facilities to render the service desired or if rendering such service would affect unfavorably service to other customers, (3) if in the Company's judgment, the applicant's installation of piping or gas equipment is regarded as hazardous or of such character that satisfactory service cannot be given, (4) if an extension of street main is required beyond length warranted by anticipated revenues, and the customer refuses to pay the charges required by Rule 3 of this Tariff, (5) until all amounts due for regulated service or amounts purchased from a Natural Gas Supplier (NGS) through the Company's Purchase of Receivables Program (POR) pursuant to Rate Schedule SATC Section F ("Lesser Of" calculation) at a previous location have been paid or covered by a payment agreement (unless the amount owed is more than four years after the date of the final bill, in which case service cannot be refused), (6) or where the service proposed is from a gathering, production or transmission pipeline (see Rule 25). (C)

The Company may terminate service for nonpayment of a billing or billings for regulated services or NGS provided natural gas supply charges purchased through the Company's POR Program pursuant to Rate Schedule SATC Section F ("Lesser Of" calculation), and such termination of service shall be in accordance with general regulations of the Pennsylvania Public Utility Commission applicable thereto and in accordance with the Pennsylvania Public Utility Code. (C)

The Company may not threaten termination of service for nonpayment of unregulated Natural Gas Supplier charges incurred by the customer from qualified Suppliers under Rate Schedule SATS if the Company did not purchase the receivables from the Supplier. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

The Company may terminate service for such reasons and on such notice as specified by the regulations of the Pennsylvania Public Utility Commission, the Pennsylvania Public Utility Code, or for other violation of these Rules and Regulations.

The Company may refuse to serve any applicant, or may terminate service to any customer who fails to pay a security deposit for regulated services or who fails to provide the Company with security in lieu of a deposit as provided for in this Tariff.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

12. RECONNECTION OF SERVICE

When the supply of gas to any customer is turned off due to the customer's failure to pay for regulated service or NGS provided natural gas supply charges purchased through the POR Program pursuant to Rate Schedule SATC Section F ("Lesser Of" calculation), for any other infraction of these Rules and Regulations or at the customer's request, and if there has been no change in ownership or occupancy of the premises served, the supply of gas will not be turned on until the customer or applicant has paid a reconnection fee of \$69.00. The Company will reconnect a residential customer or applicant's gas service in accordance with the general regulations of the Pennsylvania Public Utility Commission applicable thereto and in accordance with the Pennsylvania Public Utility Code. Company may determine liability for outstanding balance for residential gas service based upon the methods set forth in 52 Pa. Code §56.191 and Company records. (C)

If the supply of gas was turned off due to a non-residential customer's failure to pay for regulated service or NGS provided natural gas supply charges purchased through the POR Program pursuant to Rate Schedule SATC Section F ("Lesser Of" calculation) and if the former customer reapplies for service or if a court, district justice or administrative agency has determined that the applicant is legally obligated to pay for the service previously furnished, the supply of gas will not be turned on until the non-residential customer or applicant has paid all outstanding bills for service. (C)

The reconnection of service cannot be denied for the nonpayment of Natural Gas Supplier charges billed to the customer for services rendered by Rate Schedule SATS Suppliers if the Company did not purchase the receivables from the Supplier.

13. DISCONTINUANCE NOTICE BY CUSTOMER

Any customer who is about to vacate any premise supplied with gas, or who for any reason wishes to have service discontinued, shall give at least seven days' notice to the utility specifying the date on which it is desired that service be discontinued. The customer who fails to give proper notice shall be liable for all gas which passes through the meter, until: the account is terminated; another party occupies the premises and agrees to assume responsibility for gas service; or, the customer notifies the Company or the Company learns that he has or will vacate the premises, in which case he shall be responsible for gas used for the period, not to exceed seven days, before the company is able to discontinue service.

14. GAS DELIVERED UNDER HIGH PRESSURE

The rates contained in this tariff are based upon gas delivered under conditions generally applicable to low pressure service (four ounce base). Bills for gas metered under high pressure will be computed upon the volume as indicated by the meter registration increased to the equivalent volume at standard pressure.

15. BILLING

Bills will be rendered and will be payable once each month. The Company may read any meter once each month but ordinarily it will read meters of domestic and commercial customers once each two months.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

15. BILLING (Cont'd)

As to any customer whose meter is read once each two months, the consumption for the first month of each bimonthly meter reading period shall be determined by calculation on the basis of the customer's previous usage adjusted for weather conditions; and the consumption for the second month of each bimonthly meter period shall be determined by subtracting the first month's calculated consumption from the total actual consumption for the bimonthly period as shown by the meter. The bill for each month shall be the result of applying to the consumption, determined as aforesaid, the applicable rates and charges contained in this tariff.

Under 52 Pa Code § 56.222 the Company requested and was granted a waiver from 52 Pa. Code § 56.12(2) (i) - (ii) by the Commission. In accordance with this waiver, the Company will only accept customer supplied readings by telephone or through the Company's Internet website when such readings are: (1) reasonable based on historical usage information; and, (2) received by the Company within the proper billing window 3 business days prior to the bill being rendered. Acceptable customer readings will be used to compute a bill that otherwise would have been determined by calculation.

If the meter reader in any month is unable to gain access to the premises for the purpose of reading the meter, a calculated bill will be rendered and adjustments, if any, will be made by the Company when the meter is read.

In those instances where the Company's agent or representative is unable to gain access to the customer's premises during the regular scheduled working hours to obtain a meter reading, the number of calculated readings shall be limited to six consecutive months, and the customer's service, thereafter, is subject to termination, after due notice.

The late payment date specified on the monthly bill is not less than fifteen days from date the bill is mailed except that, for service under, or billed in conjunction with, residential rate schedules, the late payment date is not less than twenty days from the date the bill is mailed.

At the time the Company receives a notice to transfer service from one customer to another, the Company will provide customers with the option to either have the Company read the meter or to have the disconnecting and reconnecting customer read the meter. The Company will read the meter if the two customer readings are significantly different. The Company will inform the customers that if they elect the customer meter reading and the customer fails to provide the Company with an acceptable reading in a timely manner, the Company may estimate the final meter reading.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

15. BILLING (Cont'd)

The Company will make reasonable efforts to obtain actual meter readings: (a) when the Company has insufficient data to estimate the Customer's usage; (b) when disconnect and reconnect orders are executed on different days; and (c) when the customer, at least seven days prior to the disconnect order date, specifically requests that the meter be read. The Company reserves the right to estimate a Customer's usage for a final bill whenever the Company is unable to gain access to its meter on the disconnect order date. The Company will accept meter readings from customers for final bills if the customer reading is provided in a timely manner and if, upon review, the Company finds the customer reading to be reasonable and consistent with prior usage levels. Notwithstanding the foregoing, the Company may not discontinue service unless in compliance with the Rules, Regulations or Orders of the Pennsylvania Public Utility Commission pertaining thereto and in effect at the time of such discontinuation.

16. PENALTY CHARGES

If the customer fails to pay his gas bill by the late payment date, a penalty will be charged. Payments received by mail will be considered paid on the date of the postmark.

Where a customer receives natural gas supply service from a qualified Supplier under Rate Schedule SATS but is not participating in the Company POR program, late payment charges will be applied to the Supplier charges only if the customer has agreed to pay Supplier late payment charges. Otherwise, late payment charges will be based on the distribution charges of the Company and natural gas supply charges of either the Company or Supplier.

The penalty charged to all customers shall be 1.50% on the full unpaid and overdue balance.

17. BILLING PERIOD

Bills will be mailed monthly to residential customers for service furnished during the preceding meter-reading period at least twenty (20) days prior to the expiration of the late payment date as shown on the bill.

Bills will be mailed monthly to Commercial, Public Authority, Industrial and Large Industrial customers for service furnished during the preceding meter reading period at least fifteen (15) days prior to the expiration of the late payment date as shown on the bill.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

18. BALANCED BILLING PLAN

The company has available a budget payment plan for Residential, Commercial, and Public Authority customers. The budget payment plan is available for all qualifying Company regulated services and for services provided to the customer by qualified Suppliers under Rate Schedule SATS where the Company provides billing service for the Supplier. At the request of any Residential, Commercial or Public Authority customer who uses gas as the primary source for space heating and who satisfies the company's credit standards, monthly payments for such customers may be made as follows:

Monthly payments shall be based on an amount equivalent to 1/12th of the customer's estimated annual bill rounded to the next higher dollar amount.

If a debit balance has accrued as of the 12th cycle month of this plan, the customer may either incorporate it all in the 12th cycle month's payment or at the company's discretion, spread all or part of the debit in equal monthly installments over the next cycle year. If the credit balance is accrued, the customer shall have the option of either receiving a cash refund, having it applied against the current bill, or having it used to reduce the monthly installments in the next cycle year. Absent an indication from the customer of his preference, the debit or credit will be applied to the first monthly installment in the ensuing year.

19. SEASONAL SERVICE

Service to Residential, Commercial, Public Authority, and Industrial premises occupied seasonally will be supplied at the rates and minimum charges of the applicable rate schedule.

20. SUPPLYING OF GAS SUPPLIES TO OTHER CUSTOMERS

No branch, valve or fixture which would permit gas to be withdrawn without registering on the meter shall be connected to a customer service line (i.e., the portion of the service line from the outlet of the Company's service stop cock to the inlet of the meter).

No extension of facilities, including the customer service line and facilities connected thereto and extending into a customer's premises, may be used to provide gas service at any additional or different premises. As used herein, a premises is defined as a single building; or the several buildings of a housing development under one ownership within a single parcel of land not intersected by a public highway or city street; or the several buildings of a religious, charitable, educational, or benevolent corporation if used exclusively for such purposes, if situated on adjoining properties even if intersected by a public highway or city street; or an industrial plant if situated on adjoining properties even though intersected by a public highway or a city street.

21. CONJUNCTIVE BILLING

The Company's rates are based upon gas supply through a single delivery point, as measured by one meter. Separate supply for the same customer at other points of delivery or through more than one meter shall be billed separately. However, the Company may, when engineering or operational conditions warrant, or to improve service, install two or more meters on the

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(C)
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(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

21. CONJUNCTIVE BILLING (Cont'd)

same premises to service a single customer, in which event the consumption registered by such meters may be consolidated and the rates under which service is taken applied to the total consumption. The term "same premises" means a single building; or the several buildings under one ownership within a single parcel of land not intersected by a public highway or city street; provided, however, that the Company, in its sole discretion, may permit conjunctive billing at premises not conforming to the above definition of "same premises" if it is reasonably necessary to do so to meet competition from another supplier of energy, including gas.

An established conjunctive billing arrangement shall be permitted to continue so long as the customer remains at the premises presently served. The conjunctive billing arrangement shall neither be expanded to the customer's newly-acquired premises, nor transferred in whole or in part to different premises, nor continued at the same premises for different customers, unless, in the Company's sole discretion, it is reasonable to expand, transfer or continue the conjunctive billing arrangement.

22. ADJUSTMENT OF BILLS FOR METER ERROR

Charges to customers will be adjusted for fast, slow and nonregistering meters, as per Section 59.22 of the regulations of the Pennsylvania Public Utility Commission for Gas Service, 52 Pa. Code Paragraph 59.22.

23. METER TEST ON REQUEST OF CUSTOMER

Meters which are not due for periodic tests will be tested for accuracy as per Section 59.21 of the regulations of the Pennsylvania Public Utility Commission for Gas Service, 52 Pa. Code Paragraph 59.21, upon written request by the customer and payment to the Company of a deposit in the amount specified by said regulations.

24. RULES FOR SECURING DEPOSITS

The Company may require applicants or customers to provide deposits for services if the criteria specified herein or otherwise imposed by applicable law are met. The Company may not deny the customer regulated services based on the customer's failure to provide deposits for unregulated services.

(C)

Deposits for Applicants/Customers Seeking or Receiving Residential Service

- a) Deposits may be required from Residential customers in accordance with the Pennsylvania Public utility Code and the Rules and Regulations of the Pennsylvania Public Utility Commission.
- b) Deposits for Residential service will equal 1/6 of the annual bill for the premise where Residential service is requested or used (inclusive of Natural Gas Supplier (NGS) charges where the NGS specified by the customer participates in the Company's purchase of receivables program) as determined by the company.
- c) c) The company may require deposits from a Residential applicant or customer for any of the following conditions:

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

24. RULES FOR SECURING DEPOSITS (Cont'd)

- i. The applicant previously received service from the Company and had service terminated for any of the following:
 - A. Nonpayment of an undisputed delinquent account.
 - B. Failure to complete payment of a deposit, provide a guarantee or establish credit.
 - C. Failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair or meter reading.
 - D. Unauthorized use of service delivered on or about the affected dwelling.
 - E. Failure to comply with the material terms of a payment arrangement.
 - F. Fraud or material misrepresentation of identity for the purpose of obtaining service.
 - G. Tampering with meters, including bypassing a meter or removal of an AMR device or other Company equipment.
 - H. Violating tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the delivery system of the Company.
- ii. A Residential applicant or customer who is unable to establish creditworthiness to the satisfaction of the Company using a generally accepted credit scoring methodology, and which employs standards for using the methodology that falls within the range of general industry practice.
- iii. An existing Residential customer may be required to pay a security deposit to re-establish credit if the customer's service has been terminated and the customer requests reconnection, after the Company provides notice of its intention to require a security deposit in accordance with prevailing Commission regulations.
 - a) The Company will not require a cash deposit from an applicant or customer who, based on household income, is confirmed to be eligible for a customer assistance program. An applicant or customer is confirmed to be eligible for the Company's Commission-approved CAP as specified in the Company's Commission-approved Universal Service and Energy Conservation Plan if the applicant or customer provides income documents or other information attesting to his or her eligibility for state

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

24. RULES FOR SECURING DEPOSITS (Cont'd)

- benefits based on household income eligibility requirements that are consistent with those of the Company's Commission-approved CAP as specified in the Company's Commission-approved Universal Service and Energy Conservation Plan. Upon determining that a customer or applicant is not subject to a deposit, the Company will return the deposit with any applicable interest to the customer or applicant within 60-days of the determination.
- a) The Company may accept, in lieu of a cash deposit, a written third-party guaranty. The guarantor will be responsible for all missed payments owed to the Company.
- b) Payment of deposits will be required in full within 90 days. Residential customers or applicants may elect to pay the required deposit in three installments by paying 50% upon determination the deposit is required or prior to and as a condition of service, with 25% billed 30 days after service is established and 25% billed 60 days after service is established. Payment of installments will not be due less than 21 days from the date of mailing or service on the customer of notification of the amount due. Failure to pay an installment by the due date will result, after notice, in termination of service.
- c) Until returned or credited, interest will accrue on Residential deposits at the rate of interest as determined by the Secretary of Revenue for interest on the underpayment of tax under Section 806 of the Act of April 19, 1929 (P.L.343, No. 176), known as The Fiscal Code. Interest accrued on Residential deposits, together with the deposit will (i) first be applied to any outstanding balance for service and, (ii) after satisfying any outstanding balance or if no outstanding balance exists, will be refunded to the customer at the time the deposit is returned.
- d) Deposits for Residential customers will be held until the customer establishes a timely payment history which shall be defined as when the customer has paid in full and on time for a period of 12 consecutive months. At the end of the deposit hold period, the Company will credit the deposit plus accrued interest to the customer's account. The credit will be first applied to any past due amount. If service is terminated or discontinued before the end of the deposit hold period, any outstanding balance will be deducted from the deposit before the remaining deposit balance is returned to the customer within 60 days.

(C)

Deposits for Applicants/Customers Seeking Temporary Service.

Deposits may be required from customers taking service for a period of less than thirty days in an amount equal to the estimated bill for such temporary period.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

24. RULES FOR SECURING DEPOSITS (Cont'd)

Deposits for Applicants/Customers Seeking Service Other than Residential Service

(C)

Deposits may be required from Commercial or Industrial customers but shall not exceed the amount equal to the sum of amounts computed by applying the applicable sales rate schedule to the volumes of gas transported by or purchased from the Company, and consumed by the customer during the two, of the most recent twelve months of greatest usage by the Customer. In lieu of actual experience, the determination will be based on an estimate considering all

Security, in the form of a cash deposit, letter of credit, surety bond, or third-party guarantee, will be required from the applicants for Non-residential service unless: A) the premises to which gas service is to be supplied is a branch of, or additional facility operated by, financially responsible, enterprise which will be the ratepayer of record with respect to gas bills incurred at the premises; or, B) in the case of a premises not covered by "A" above, the Company determines, through relevant Company records covering past direct dealings with the applicant over a period of at least one year, that a deposit is not necessary. Security, in the form of a cash deposit, letter of credit, surety bond, or third-party guarantee, will be required from existing Non-residential customers where the Company determines that the customer's credit standing warrants concern as to its continuing ability to pay. In evaluating a customer's credit standing, the Company will take into account certain factors, including, but not limited to, the following: i) average monthly consumption; ii) average monthly bill; iii) payment history during the immediately preceding twelve month period; iv) customer's general credit standing as evaluated by any available applicable credit rating indices or rating services; v) customer's payment history and credit standing with other lenders or providers of utility and other services.

Interest will be paid on non-residential deposits at the rate of six percent (6%) per annum without deductions for any taxes thereon. Upon non-residential deposits held for more than a year, the Company shall pay to the patron, at the end of the calendar year, the interest accrued thereon.

25. CUSTOMERS SERVED THROUGH SERVICE CONNECTIONS ATTACHED TO FACILITIES OTHER THAN DISTRIBUTION SYSTEM LINES

Service from a line outside the Company's low pressure and medium pressure distribution systems will not be furnished unless such line is at that time being operated in a manner which will permit gas to be served to the applicant without interference with its operation. The furnishing of such service will be with the understanding that the use or manner of use of the Company's line from which gas is to be supplied is not permanent and that such service is subject to temporary or absolute change or discontinuance at the sole discretion of the Company which may at any time remove, repair or change the use or manner of operating said line after having first canceled the service contract by thirty days' written notice to the customer.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES (Cont'd)

25. CUSTOMERS SERVED THROUGH SERVICE CONNECTIONS ATTACHED TO FACILITIES
OTHER THAN DISTRIBUTION SYSTEM LINES (Cont'd)

The customer assumes sole responsibility, financially and otherwise for obtaining alternative sources of fuel in the event that customer's service is interrupted or discontinued permanently or temporarily, as described in the preceding paragraph.

The Company has the right to cancel the service contract for any such reason or in accordance with any other published rule or regulation of the Company, and, during the term of the contract, the Company shall not be liable for any deficiency in the supply of gas caused by the use of compressing stations, breakage of lines or other causes or for any claim for damages on account of any matters set forth in this paragraph.

All materials used in connecting the meter and regulators from the outlet of the Company's service stop cock to the outlet of the meter, and including the box or structure housing the meter and regulators, shall be furnished and installed by the Company at the expense of the customer. The meter and regulators shall belong to the Company and will be installed as near to the Company's lines as is practicable.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS

A. Definitions

The following words and terms have the following meanings unless the text clearly indicates otherwise:

- (1) Alternate fuel - Any fuel other than natural gas.
- (2) Alternate fuel capability - The installed and operable ability to use any fuel other than natural gas on a time sensitive basis.
- (3) Commercial use - Gas usage by customers engaged primarily in the sale of goods and services including consumption by office buildings, institutions and government agencies.
- (4) Essential human needs - Gas usage in any building where persons normally dwell including residences, apartment houses, dormitories, hotels, hospitals and nursing homes.
- (5) Firm service - Natural gas service offered to consumers under tariffs or contracts that anticipate no interruption.
- (6) Industrial use - Gas usage by customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.
- (7) Interruptible service - Natural gas services that can be temporarily discontinued under term and conditions specified by tariff or contract.
- (8) Plant protection use - Minimum usage of natural gas required to prevent physical harm to an industrial or commercial consumer's facility, or danger to personnel at the facility, when the protection cannot be afforded through the use of an alternate fuel. Plant protection use includes usage necessary for the protection of the material in process as would otherwise be destroyed, but does not include deliveries required to maintain production.
- (9) Residential use - Gas usage in a residential dwelling or unit for space heating, air conditioning, cooking, water heating or other domestic purpose.

B. Natural Gas Emergency Planning

- (1) The Company has filed a Natural Gas Emergency Plan ("Plan") with the Pennsylvania Public Utility Commission ("Commission") reflecting its unique operational characteristics and design criteria. The Plan contains simplified and understandable rules and regulations so that all of the Company's customers and all natural gas suppliers licensed to provide services to their customers can have a responsive action plan in place to protect themselves and their property in the event of a crisis. The Company's Natural Gas Emergency Plan can be located at the Company's website www.nationalfuelgas.com organized with other information for utility customers and natural gas suppliers. The Company shall file revisions to the Plan when and as appropriate, or as directed by the Commission. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS (Cont'd)

(2) As part of the emergency planning process the Company shall attempt to make every reasonable effort to make contractual or informal arrangements with our transportation customers, sales customers and others to obtain supplies or, as an alternative, to implement usage reductions so that resorting to firm service reductions under Rule 26. C. Emergency Action can be avoided, or the severity of the supply or capacity disruption can be mitigated. The purpose of these arrangements is to provide a means to minimize the potential of supply shortfalls that threaten public health and safety, and not to make up for inadequate performance by individual parties.

(3) The Company's Natural Gas Emergency Plan includes provisions addressing:

(a) Emergency load shedding

(b) Voluntary usage reductions, for example, reducing space or water heating temperatures to levels specified by the Company.

(c) Mandatory usage reduction for certain customers consistent with Rule 26. C. Emergency Action.

(d) Issuance of periodic reports to the media concerning the existing natural gas emergency.

(e) Notice to affected customers and natural gas suppliers of the expected initiation of actions under Rule 26. C. Emergency Action.

(f) Customer and natural gas supplier delivery requirements that apply during the term of Rule 26. C. Emergency Action, regardless of customer specific usage reductions that arise or may arise from end-use curtailments.

(g) A procedure for focusing emergency measures to confined geographic or operational portions, segments or zones of the Company's system where a natural gas emergency exists.

(h) Procedures for establishing communications with electric system control area operators, if the Company provides gas service to electric generation stations.

(4) The Company's Natural Gas Emergency Plan specifies the procedures the Company shall use to provide notices to affected customers, their natural gas suppliers and natural gas distribution companies. After the Company determines the appropriate response, the Company shall issue notices to affected customers, their natural gas suppliers, and natural gas distribution companies as soon as reasonably possible.

C. Emergency Action

(1) An emergency exists whenever the aggregate demand of firm service customers on the Company's system or confined segment of the system exceeds or threatens to exceed the gas supply or capacity that is actually and lawfully available to the Company to meet the demands, and the actual or threatened excess creates an immediate threat to the Company's operating integrity with respect to Priority 1 customers as defined in Rule 26. A (4).

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')
26. GAS EMERGENCY PLANS (Cont'd)

(2) If, in the sole judgment of the Company, there is sufficient time, the Company shall use reasonable business and operational efforts to: interrupt all interruptible services, issue operations flow orders, and call for voluntary usage reductions by all customers before taking action under subsection 3. The Company shall take these three actions sequentially to the extent feasible.

(3) In the event of an emergency as described in subsection 1, the Company may require each commercial and industrial retail and transportation customer that is not a Priority 1 customer under subsection 9 to reduce its consumption of gas.

(a) The reduction required shall be determined by the Company without regard to priorities of use, as necessary to minimize the potential threat to public health and safety.

(b) The minimum authorized usage may not be lower than the minimum usage of firm service for plant protection use.

(c) When all other service has been curtailed except for Priority 1 service and the Company continues to be unable to meet Priority 1 requirements, the Company shall utilize measures designed to minimize harm to customers if curtailments to plant protection use are found to be necessary.

(d) Consistent with the Company's responsibility to maintain system integrity at all times, the Company shall restore service as soon as practicable to any gas-fired electric generation facility that is deemed critical to electric system reliability by the electrical system's control area operator.

(4) Mandatory reduction under subsection 3 shall be for a period specified by the Company until further notice. The Company may change a customer's authorized usage, upon notice, at any time during an emergency.

(5) Mandatory reductions under subsection 3 shall be for a maximum duration of 5 business days unless extended by Commission order. As an alternative to extending mandatory reductions under subsection 3, the Commission may order the Company to initiate priority-based curtailments under subsection 6.

(6) In determining whether to order the Company to initiate priority-based curtailments, the Commission will examine whether the Company did the following:

- (a) Interrupted all interruptible services.
- (b) Issued operation flow orders.
- (c) Called for voluntary usage reduction by all customers. (C)

(7) Upon issuance of a Commission order to initiate priority-based curtailments, the Company shall provide all affected customers the maximum notice possible, via telephone, text message, fax, electronic data interchange, or any other reasonable means of notification specifying the curtailment percentage of the customer's firm gas service and resulting allowances as may be the case. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS (Cont'd)

(8) Upon issuance of a Commission order to initiate priority-based curtailments, the available gas supplies to the Company shall be prorated, if practicable, among its customers according to the following priorities of use:

(a) Customers in a higher priority category shall not be curtailed until all customers falling into a lower priority category have been restricted to plant protection use levels, unless operational circumstances or physical limitations warrant a different result.

(b) Where only a partial restriction of a classification is required, implementation shall be prorata, to the extent practical under the circumstances as set forth in the Company's curtailment plan.

(9) Following are the priority categories, listed in descending order, pertaining to the curtailment of firm services:

(a) Priority 1. Service for essential human needs use.

(b) Priority 2. Firm services not included in essential human needs use.

(2.1) Plant protection gas

(2.2) All other consumption not contained in (2.1) above and Priority 1. Service for essential human needs use (excluding plant protection gas).

(2.3) Intermediate Volume Industrial Service (IVIS) / Commercial / Public Authority consuming > 12,000 Mcf per year (excluding plant protection gas).

(2.4) Large Volume Industrial Service (LVIS), all industrial accounts consuming greater than 50,000 Mcf per year (excluding plant protection gas).

(2.5) Large Industrial Service (LIS), all industrial accounts consuming greater than 200,000 Mcf per year (excluding plant protection gas).

D. Utility Liability

(1) The company may restrict or discontinue service in accordance with this section without hereby incurring any penalty or liability for any loss, injury or expense that may be sustained by the customer except when the restriction or discontinuation of service is a result of the Company's willful or wanton misconduct.

(2) Company liability for actions taken under Rule 26. C. Emergency Action, or to a regulation, policy statement, directive or order issued by the Commission or an emergency order issued by the Governor shall be governed by the following principles:

(a) If the Company appropriates natural gas during an emergency action, the Company shall compensate the applicable entity, whether the customer or the

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

26. GAS EMERGENCY PLANS (Cont'd)

customer's natural gas supplier, for the cost of the lost, firm gas service. The compensation, in the aggregate, shall equal but not exceed the greater of:

(i.) The city gate cost of the appropriated natural gas, including transportation charges up to the Company's city gate, or

(ii.) The reasonable cost actually paid by the customer for delivered substitute energy, as documented to the Company. The Company may provide compensation in kind only at the discretion of the affected customer or natural gas supplier.

(b) The Company may discontinue service, for the duration of an emergency, to a customer that continues to take gas in violation of the rules found in Rule 26. Gas Emergency Plans.

E. Penalties for Unauthorized Takes

If a customer exceeds its authorized consumption during a natural gas emergency, then the customer will pay a penalty, in addition to any and all other penalties or charges incurred during such emergencies, according to the following schedule:

Actual usage as a percentage of
Emergency Authorized Consumption

Penalty

Greater than 103% but not in
Excess of 110%

The higher of \$10/MCF or 110% of the highest gas supply purchased by the Company during the month of usage.

Greater than 110%

The higher of \$25/MCF or 125% of the highest gas supply purchased by the Company during the month of usage.

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

27. FINANCIAL FITNESS REQUIREMENTS FOR NATURAL GAS SUPPLIERS (C)

Dun & Bradstreet reports will be utilized as the primary source of credit information to determine the creditworthiness of Natural Gas Supplier applicants for service. The following Dun & Bradstreet standards will be used: a credit risk rating of 1 through 5 and "uncoded", noted on the report (the continuum range is 1 to uncoded). The values for these rating are: (C)

"1" assets, liabilities and payment history indicate little or no risk to creditors.

"2" assets, liabilities and payment history indicate some risk to creditors.

"3" assets, liabilities and payment history indicate a moderate risk to creditors.

"4" assets, liabilities and payment history indicate a greater than moderate risk to creditors.

"5" assets, liabilities and payment history indicate a severe risk to creditors.

"Uncoded" indicates that there is insufficient historical credit data available to make a reliable credit assessment of the applicant (such as the applicant being in business less than 14 months, change of ownership, etc.)

Upon receipt of the properly completed Credit Application, the company will obtain various Dun & Bradstreet reports for initial review and assessment. The reports will include, but not be limited to: Payment Analysis Report, Business Information Report, Comprehensive Report and Credit Score

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

Report. In addition, other criteria will be taken into consideration in assessing the Company's potential risk exposure, such as: (1) established payment history of the applicant with the Company and (2) the ratio of anticipated projected enduser volumes to the supplier's unencumbered assets available for payment; and (3) historical reliability of deliveries (nominations vs. deliveries). (C)

"1" Rating: (C)

In general, if the reports indicate an overall rating of "1" no security deposit will be required at the time, subject to changes listed below. However, if anticipated projected enduser volumes indicate a substantial risk exposure over and above indicated current assets available for payment, a security deposit may be required.

"2" Rating: (C)

If the reports indicate an overall rating of "2" additional background investigations will be completed. These investigations will include but not be limited to: (1) an assessment of the applicant's payment history with the Company, (2) compilation of other creditors and trade creditor's reports, (3) request for financial statements, if necessary. Upon completion of a review of the additional information a determination will be made regarding the Company's risk exposure and a recommendation made to waive or request a security deposit.

"3-5" Rating: (C)

If the reports indicate an overall rating of "3-5" a security deposit will be required. No further investigations will be made unless extenuating circumstances exist and the applicant brings those situations to the attention of the reviewer.

"Uncoded": (C)

Any applicant with a rating of "uncoded" will automatically be designated as having a rating of "3-5" and be required to post a security deposit.

Changes affecting credit risk ratings:

All approved Suppliers and Aggregators will be periodically reviewed to determine if: (1) there is a change in their credit risk rating; (2) security needs to be required on a previously unsecured account; (3) the amount of security being held should be increased or decreased to meet projected future usage, based upon historical usage data.

(C) Indicates Change

Voluntarily Suspended to April 12, 2002

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

Changes indicating that a credit review may be necessary include, but are not limited to: (1) significant changes in Dun & Bradstreet credit reports; (2) credit related information obtained from reliable sources; (3) a change in the number of end-users; (4) a change from the established payment history; as well as any other information received regarding the financial standing of the Supplier or Aggregator. Security deposits will be refunded to the Supplier or Aggregator when it is determined that the Supplier or Aggregator meets the level of creditworthiness criteria that no longer requires a security deposit.

Determination of Security Deposits:

The amount of a security deposit will be determined under the following formula:

- (1) For Natural Gas Suppliers during the winter period (C)
 - a. Using historical data, for (1) transportation service shall be the sum of the two highest months of consumption in the last twelve months. This volume will be multiplied by 60 and divided by the actual amount of billing days, and (2) the commodity volumes shall be determined by taking the highest consumption between November 1 through March 31. This volume will be multiplied by 10 and divided by the actual number of billing days. The consumption for each customer anticipated to be served by the applicant Natural Gas Supplier will be multiplied by (3) the applicable transportation rate; and (4) the corresponding cost of gas. (C)
 - b. The "corresponding cost of gas" shall be the Natural Gas Supply Charge.

Monthly reviews will be provided, based upon any changes which may affect the Company's risk exposure.

Other credit criteria for Natural Gas Suppliers is located in Rate Schedules Monthly Metered Natural Gas Supplier Service and Small Aggregation Transportation Supplier Service Section I. Supplier Qualification Criteria. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont'd)

(2) For Natural Gas Suppliers during the summer period (C)

a. Using historical data, for (1) transportation service shall be the sum of the two highest months of consumption in the last twelve months. This volume will be multiplied by 60 and divided by the actual amount of billing days, and (2) the commodity volumes shall be determined by taking the highest consumption between April 1 through October 31. This volume will be multiplied by 10 and divided by the actual number of billing days. The consumption for each customer anticipated to be served by the applicant Natural Gas Supplier will be multiplied by (3) the applicable transportation rate; and (4) the corresponding cost of gas. (C)

b. The "corresponding cost of gas" shall be the Natural Gas Supply Charge.

Monthly reviews will be provided, based upon any changes which may affect the Company's risk exposure.

Other credit criteria for Natural Gas Suppliers is located in Rate Schedules Monthly Metered Natural Gas Supplier Service and Small Aggregation Transportation Supplier Service Section I. Supplier Qualification Criteria. (C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

Payment of Security:

Payment of security deposits can be made by cash or acceptable form of security such as Letter of Credit. Interest will be paid on cash security deposits at the same rate paid on deposits for service to non-residential customers. Responsibility for and expenses incurred in the procurement of a Letter of Credit are subject to requirements and/or negotiations with the Applicant's individual bank. In addition, the Company may in its sole discretion accept an agreement setting special operating standards ("Operational Default Agreement") and/or an Escrow Account Agreement in exchange for reducing the level of security otherwise required.

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

28. RULES FOR TRANSPORTATION SERVICE

The following terms and conditions shall apply to Transportation Service. (C)
Additional operating procedures, protocols and business practices for (C)
transportation service can be found in the Company's Operational Procedures
Manual which is posted on the Company's web site.

A. GAS QUALITY

(a) All gas delivered by Customer into Company's facilities will:

(1) Have a total heat content of not less than nine hundred sixty seven British Thermal Units (967 BTU) per cubic foot and not more than one thousand on hundred British Thermal Units (1,100 BTU) per cubic foot, provided however, that Company shall have the option (but never the obligation) to accept Customers gas having a heat content outside of this range, when in Company's sole judgment, such different heat content does not prevent Customer's gas from being merchantable and fit for use by Company in its intended markets;

(2) Be commercially free from dust, hydrocarbon liquids, water, objectionable odors, or other gaseous, solid or liquid matter which might become separated from the gas in Company's facilities or interfere with the proper operation of the pipelines, regulators, meters or other equipment through which it flows; and Customer shall furnish, install, operate, maintain and keep in efficient operating condition, at Customer's own expense, such drips, separators, dehydrators, alcohol bottles, gas cleaners and any other devices or equipment as may be or become necessary to effect compliance with this requirement;

(3) Not contain more than twenty (20) grains of total sulfur (S), nor more than three-tenths (0.3) grain of hydrogen sulfide (H₂S) per one hundred (100) cubic feet;

(4) Not contain more than two-tenths of one percent (0.2 of 1%) by volume of oxygen (O₂), and Customer shall make every reasonable effort to keep the gas free of oxygen (O₂); (C)

(5) Not contain more than five percent (5%) by volume of a combined total of carbon dioxide (CO₂) and nitrogen (N₂) components; provided, however, that the total carbon dioxide (CO₂) content shall not exceed two percent (2%) by volume;

(6) Have a temperature of not more than one hundred twenty (120) degrees Fahrenheit; and

(7) Have been dehydrated by Customer for removal of water in a vapor state, and in no event contain more than seven (7) pounds of water vapor (H₂O) per million cubic feet, except as permissible according to the NFG Water Vapor Content Chart contained in the Company's Operational Procedures Manual, as determined by Company. In no event shall Customer deliver to Company free or entrained water (H₂O). (C)

C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

(b) In the event any of the above substances enter any of Company's facilities in quantities greater than the levels, if any, permitted above, with or without Company's knowledge, and/or cause, directly or indirectly, damage to any such facility, Company may, at Customer's expense, clean up and/or repair such facility. Further, in the event any of the above substances enter any facilities owned by retail customers of Company in quantities greater than the levels, if any, permitted above, with or without Company's knowledge, and/or cause, directly or indirectly, damage thereto, Customer shall indemnify Company against, hold it harmless from, and undertake the defense of Company with respect to any and all claims, losses, damages (including punitive damages, to the extent permitted by law), and injuries (property damage and personal injury, including death) arising therefrom and shall indemnify Company for any expenses, including attorney's fees and clean-up costs, incurred in partial or full satisfaction of any such claims, losses, damages and injuries.

(c) As to Customer's gas which does not meet the specifications stated herein, Company shall have the rights, on a continuing basis, and in addition to any other remedies provided herein, to:

(1) Continue to receive such gas; or

(2) Discontinue the flow of such gas, and, in the event Customer will not correct such deficiency within a time period acceptable to Company, to terminate the Service Agreement as to such gas; or

(3) Receive such gas and, at Customer's expense, treat or otherwise process the same so as to cause it to conform to the above quality specifications.

If the gas delivered fails to meet the 1,000 BTU standard specified in Paragraph (a)(1) above, Company shall also have the option to retain sufficient additional volumes of gas to compensate for such deficiency.

B. MEASUREMENT

(a) For all gas delivered by Customer to Company, the volumetric measurement base shall be one (1) cubic foot of gas at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and a temperature base of sixty (60) degrees Fahrenheit. The average absolute atmospheric (barometric) pressure shall be fourteen and four tenths (14.4) pounds per square inch. The flowing temperature shall be sixty (60) degrees Fahrenheit and may be adjusted to actual flowing conditions by Company if deemed necessary by Company. All said gas shall be measured by orifice or displacement type meter or any other approved measuring device of equal accuracy. Orifice meters shall be installed and operated, and gas volumes computed in accordance with Report No. 3 of the Gas Measurement Committee of the American Gas Association, including any revisions applying thereto.

(C) Indicates Change

(C)

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

(b) Customer shall install, or cause to be installed, at no expense to Company, measuring equipment necessary in Company's judgment to accomplish accurate measurement of the gas. Company shall operate and maintain said measuring equipment. The measuring equipment will be installed, operated and maintained in accordance with the specifications of the Gas Measurement Committee of the Natural Gas Department of the American Gas Association, as amended from time to time, or by any other mutually acceptable method commonly used in the industry. Such measuring equipment shall conform to the specifications provided by Company; shall be calibrated, as Company deems necessary, by Company; shall be inspected by Company; and must be approved by Company prior to any deliveries hereunder.

Customer recognizes that it may be necessary for Company's employees, agents, or representatives, to enter the property on which said measuring equipment is located to perform such functions upon said measuring equipment as may be necessary to effectuate the provisions of a Service Agreement, and Customer hereby expressly grants Company permission to perform such functions on said measuring equipment. Customer, to the extent it is within Customer's power to do so, will grant Company such easements as may be necessary for Company's employees to enter the property on which said measuring equipment is located. In the event that easements from other parties are necessary for Company's employees, agents or representatives to enter the property on which said measuring equipment is located, Customer will acquire such easements, and agrees that the Service Agreement will not become effective until and unless such easements are acquired.

(c) Company will read the meter(s) measuring the consumption at Customer's facility at the conclusion of each billing month. Upon the request of Company, the Customer shall read such meter(s) at reasonable intervals and provide such readings to Company. Measurement shall be governed by any applicable provisions of Company's tariff, and any applicable regulations of the Pennsylvania Public Utility Commission. The pressure base shall be fourteen and sixty-five hundredths (14.65) pounds per square inch absolute. No volumetric adjustments shall be made to compensate for the difference between this pressure base and the pressure base identified in Paragraph (a) above.

(d) Each party shall have constant access to the meters and access, upon reasonable notice and during business hours, to meter charts and records.

(e) Measurement of production gas at receipt meters shall be calculated following the recommendations of the ANSI/API 2530 "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids" (A.G.A. Report No. 3) including the A.G.A. Manual for Determination of Supercompressibility Factors of Natural Gas or the A.G.A. Transmission Measurement Committee Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases" or the ANSI B109.3 "Standard for Rotary Meters" and "Measurement by Turbine Meters - Volumetric Flow Measurement" (A.G.A. Report No. 7), as appropriate to the type of measurement installed at the receipt facility, including any revisions applying thereto. If the receipt facility gas flow characteristics are such that calculations cannot be performed consistent with the above-mentioned recommendations due to a decline in production or other operational matters, the Company shall have the right to turn off a meter until a replacement meter meeting the above specifications is installed.

(C)

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

(f) Prior to September 30, 2013 a producer or operator of a receipt facility with gas flow characteristics such that calculations cannot be performed consistent with paragraph (e) above may request that the Company retrofit such facility with acceptable metering equipment. The Company shall not bear any facilities or installation cost, other than purchase of replacement metering, necessary to address the conditions that resulted in the meter turn off. Such request shall be made within 60 days of notification from the Company that it will be exercising its right to turn off the meter and does not restrain the Company's right to turn off a meter until a replacement meter meeting the above specifications in paragraph (e) above is installed.

(C)

C. WARRANTY OF TITLE

Customer warrants the title to all gas delivered to Company from Customer or on behalf of Customer and shall indemnify and save harmless Company from all suits, actions, accounts, costs, losses and expenses (including attorney's fees) arising from or connected with the adverse claim of any person or persons to the gas received, transported or delivered. Customer assumes all responsibility for all royalties, licenses, taxes and charges to which the gas transported, or the transportation service, may be subject.

D. LIABILITY

(a) It is expressly agreed and understood that until gas is delivered to Company for transportation, Customer shall be deemed to be in exclusive possession and control thereof and shall be solely liable and responsible for, and shall indemnify, protect, save harmless and undertake the defense of Company, of and from all losses, claims (whether groundless or not), damages, injuries (including death), suits, actions, debts, accounts, liens, liabilities, costs and expenses including without limitation, legal fees and costs, which Company may sustain, incur, pay or lay out by reason of, arising from or occasioned by such possession and control.

(b) Customer acknowledges that Company has made no guarantees regarding the volumes of gas it will be able to receive from Customer or on behalf of Customer at the specified receipt points, and Company shall not be liable to Customer should actual receipts prove to be less than the levels expected by Customer, its supplier, or Company.

(C) Indicates Change

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

E. MISCELLANEOUS PROVISIONS

(a) Customer or a party appointed by the customer to act on Customer's behalf shall provide Company with nominations setting forth, by source, the volume to be transported by Company following procedures set forth in the Company's Operational Procedures Manual.

(b) The Customer appoints the party(ies) identified in the NFGDC Customer Agency Agreement form as its agent(s) for purposes of making such nominations and determining the proper allocation of volumes among all affected customers. All allocation methods are subject to the prior approval of Company.

(c) Deliveries of gas by or on behalf of Customer to Company at point(s) of receipt hereunder shall be made against the line pressure existing in Company's pipeline from time to time at a maximum pressure designated by Company from time to time. Company shall not be obligated to decrease such line pressure, and Customer shall not compress the gas delivered to Company without the prior approval of Company, which shall not be unreasonably withheld.

(d) Company will retain a percentage of the total volumes received by Company for the account of Customer as a loss allowance.

29. MARKET PRICE OF NATURAL GAS

For use within rate schedules in this Tariff, the Monthly Market Index ("MMI") shall be equal to the MCF equivalent of the highest volume weighted average price during the month, at Tennessee Gas Pipeline's Zone 4 200 Line Trading Hub, referred in the SNL Natural Gas Index ("SNL") as "TGP Z 4 200L" which will serve as the Company's Market Index Point. The Daily Market Index ("DMI") shall be equal to the MCF equivalent of the volume weighted average price for the applicable date, at the Market Index Point.

Where transportation costs reflecting the cost of delivering gas to the Company's city gate are added to the MMI or the DMI to determine the market price of natural gas as applied by the Company under tariff rate schedules, such costs, unless explicitly stated otherwise, reflect the variable costs of using the associated pipeline capacity, e.g. commodity transportation rates, fuel retention and other variable usage surcharges, as applicable.

(C)

Should a price for the Market Index Point be temporarily unavailable during any period, the Company may, at its discretion, select a substitute representative price in the interim. If the Market Index Point price becomes unavailable on a permanent basis, the Company will file to change this section and may, at its discretion, select a substitute representative price in the interim, subject to refund.

30. RULES FOR MONTH END IMBALANCE RESOLUTION

The Imbalance Holder is the Customer or Supplier responsible for imbalance resolution as described in Rate Schedules MMNGS or SATS, under which the Company provides service. For the purposes herein, Imbalance Holder's gas consumption and deliveries to the Company are equivalent to the gas consumption and deliveries to the Company of the MMT or SATC Customers, respectively, for which it bears imbalance responsibility.

(C) Indicates Change

Voluntarily Suspended to May 1, 2016

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

An Imbalance Holder's Month End Imbalance is the burner tip imbalance for which the Imbalance Holder bears imbalance responsibility, pursuant to terms of Rate Schedules MMNGS or SATS. Generally, an Imbalance Holder's total receipt volumes (gas delivered to the Company) are the sum of allocated transportation receipt volumes from city gate deliveries, local production pool receipts and local production excess volumes. This sum is reduced for shrinkage (allowance for losses incurred in the process of delivery) to determine total receipts. From this quantity, Total Monthly Consumption ("TMC"), as measured or estimated, is subtracted to determine the imbalance volume.

A Deficiency Imbalance (imbalance owed to the Company) occurs when the volume of gas delivered to the Company for the Imbalance Holder during the month after adjustment for line losses is less than the total amount of gas consumed by the Imbalance Holder.

a. Month End Imbalance Calculation Process

For the month during which the Company provided service, an Imbalance Holder's imbalances are summed across all eligible Service Classifications to determine an Initial System Imbalance Volume ("ISIV") and position. If the ISIV is greater than zero, then the Imbalance Holder has a Surplus Imbalance with an initial long position. If the ISIV is less than zero, then the Imbalance Holder has a Deficiency Imbalance with an initial short position. A measure of the Imbalance Holder's imbalance position is calculated by dividing its ISIV by its TMC and converting the quotient into a percentage.

b. Cash Out of Imbalances

To resolve a Surplus Imbalance, the Company will purchase a volume of gas from the Imbalance Holder to reduce the imbalance volume to zero ("Cash Out Purchase"). To resolve a Deficiency Imbalance, the Company will sell a volume of gas to the Imbalance Holder to reduce the imbalance volume to zero ("Cash Out Sale"). The actual cash out volumes will be based upon ending imbalance volume following application of prior period adjustments and exchange of imbalances as described below.

The rate for cash out will be the Average Daily Market Index ("ADMI"), which is the average of each day's DMI, plus transportation costs reflecting the cost of delivering gas to the Company's city gate, during the month set forth in Rule 29. The cash out pricing tiers and applicable rates are as follows:

<u>Tier</u>	<u>Transaction</u>	<u>Imbalance Position</u>	<u>Rate</u>
Surplus Pricing Tier 3	Purchase	>20 % long	60 % of ADMI
Surplus Pricing Tier 2	Purchase	15% to 20 % long	85 % of ADMI
Surplus Pricing Tier 1	Purchase	5% to 15 % long	90 % of ADMI
Market Pricing Tier	Purchase or Sale	5 % long to 5% short	100% of ADMI
Deficiency Pricing Tier 1	Sale	5% to 15% short	110% of ADMI
Deficiency Pricing Tier 2	Sale	15% to 20% short	115% of ADMI
Deficiency Pricing Tier 3	Sale	>20% short	140% of ADMI

The Company will sum the ISIV and TMC for all Imbalance Holders into system totals. A System Imbalance Position ("SIP") will be computed by dividing the system total ISIV by the system total TMC and converting the quotient into a percentage. If the SIP is within the range 5% long to 5% short, then all Imbalance Holders will be assigned to the Market Pricing Tier.

(C) Indicates Change

Voluntarily Suspended to April 13, 2012

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

Based upon its initial system imbalance position, the Imbalance Holder will be assigned to an initial pricing tier. Before the start of imbalance trading, an Imbalance Holder's Pre-Trading System Imbalance Volume ("PSIV") will be calculated by applying prior period adjustments, if any, to its ISIV. The Imbalance Holder's pre-trading imbalance position is calculated by dividing its PSIV by its TMC and converting the quotient into a percentage. If the resulting imbalance percentage moves closer to zero, the Imbalance Holder will be assigned to a pre-trading pricing tier based upon the adjusted percentage. If the resulting imbalance percentage moves further from zero, the Imbalance Holder will be assigned to a pre-trading pricing tier equal to the initial pricing tier. If the direction of imbalance reverses (Surplus Imbalance to Deficiency Imbalance or Deficiency Imbalance to Surplus Imbalance), the pre-trading pricing tier assigned to the Imbalance Holder will be the Market Pricing Tier.

c. Exchange of Month End Imbalances

The Company will provide Imbalance Holders with the means to exchange Month End Imbalances. Trading sessions will be scheduled to begin on the 10th business day following the end of the month (approximately on the 15th of the month). Morning and afternoon trading sessions will be conducted over a three business day period. Notice of any delay or alteration of the trading schedule will be posted on the Company's web site. Upon request of the Imbalance Holder, the Company will provide other Imbalance Holders with information regarding the Imbalance Holder's imbalance status for the month.

Each trade must improve an Imbalance Holder's imbalance position, i.e. the resulting imbalance volume must be closer to zero. In no event will the Company process trades that worsen an Imbalance Holder's imbalance volume. The Imbalance Holder's post-trading or Final System Imbalance Volume ("FSIV") will be calculated by adding the volumes from its trades to the PSIV.

d. Post-Trading Resolution and Application of Cash Out Tiers

An Imbalance Holder's post-trading imbalance position is calculated by dividing its FSIV by its TMC and converting the quotient into a percentage. The Imbalance Holder's post-trading imbalance position will be used to determine the post-trading imbalance tier for cash out, however, the post-trading imbalance tier will not be worse than the pre-trading imbalance tier.

If the volumetric range of the Imbalance Holder's Market Pricing Tier for a month is significantly smaller or otherwise inconsistent with that occurring during the normal course of business, the Company may override the post-trading imbalance tier calculation for that month and assign the Imbalance Holder to the Market Pricing Tier. Examples of such circumstances are:

- During the initial month in which an Imbalance Holder has an imbalance resulting from service under an eligible Service Classification as described above.
- During the final month in which an Imbalance Holder has an imbalance resulting from service under an eligible Service Classification as described above.

For customer pools where the Company assigns an ADDQ, if the Imbalance Holder's total receipt volumes are within 2% of the total monthly ADDQ for each pool, the Imbalance Holder will be assigned to the Market Pricing Tier. For MMT pools where the Company does not assign an ADDQ, the TMC for each pool will be substituted

(C) Indicates Change

Voluntarily Suspended to April 13, 2012

RULES AND REGULATIONS APPLYING TO ALL TERRITORIES SERVED (Cont')

for the ADDQ. Additionally, if an Imbalance Holder's FSIV is less than 1,000 Mcf, it will be assigned to the Market Pricing Tier. If the Imbalance Holder does not qualify for the Market Pricing Tier under either of these safe harbors, then the Imbalance Holder's FSIV will be used to determine imbalance pricing.

The Imbalance Holder will be cashed out at the tiers, beginning at the tiers furthest from the Market Pricing Tier until the imbalance volumes within all the tiers are reduced to zero. The Market Pricing Tier will be cashed out after all other tiers have been cashed out.

Cash Out Sales and Cash Out Purchases will be reflected on the next bill issued by the Company to the Imbalance Holder following the conclusion of trading sessions.

31. CHANGES OF RULES AND REGULATIONS

The Company reserves the right to modify, alter or amend the foregoing Rules and Regulations and to make such further and other rules and regulations as experience may suggest or the Company may deem necessary or convenient in the conduct of its business provided, however, that such modifications, alterations, or amendments shall not become effective unless and until included in this tariff.

32. RENEWABLE NATURAL GAS

Renewable Natural Gas or RNG is Pipeline compatible gaseous fuel derived from biogenic or other renewable sources that has lower lifecycle CO₂e emissions than geological natural gas. Examples include pipeline compatible gas derived from wastewater treatment plants, landfill gas, anaerobic digestion gas, power to gas from renewable electricity or syngas.

The operating procedures applicable to RNG are provided in the Company's Operational Procedures Manual. Parties wishing to produce RNG for delivery into Distribution's system, i.e. RNG Operators, are required to execute an RNG Interconnect Agreement as a condition of access.

RNG produced and delivered into the Company's system must meet the Company's RNG Quality Standards, as specified in the RNG Interconnect Agreement, as well as the gas quality standards specified in Rule 28 of this tariff.

33. DATA SECURITY AGREEMENT

As a condition of access to customer information via publicly available Company business systems, including but not limited to web portals, the Company will require marketers, suppliers, and agents requesting such access to sign a Data Security Agreement and require that the parties carry and maintain Cybersecurity insurance in an amount no less than \$2,000,000 per incident. A standard form Data Security Agreement will be provided in the Company's Operational Procedures Manual.

Such requirement shall not apply to customers with usage less than 5,000 mcf per year that seek to access their own customer account information. Further, the Company may accept Cybersecurity insurance provided under another agreement, provided that such agreement is substantially identical in form and effect as the standard form Data Security Agreement.

(C) Indicates Change

(C)

**CERTAIN DEFINED TERMS
RELATED TO CUSTOMERS PREVIOUSLY SERVED BY NEHL**

Closing Date - May 1, 2026, which is the date on which the acquisition of NEHL by National Fuel Gas Distribution Corporation is consummated.

Former NEHL Customers - Customers of record who were receiving natural gas service from NEHL at their service address as of the Closing Date, and who continue to receive service at that same service address thereafter. This definition does not extend to new applicants at such premises after the Closing Date, or to Former NEHL Customers who relocate or otherwise transfer service to a different service address.

NEHL - North East Heat & Light Company.

Former NEHL Customers DSIC Effective Date - the first day of the calendar year quarter (e.g., Jan. 1, April 1, July 1, Sept. 1) after which the Commission approves the Company's Long-Term Infrastructure Improvement Plan amendments to include the system assets formerly owned by NEHL.

RESIDENTIAL SERVICE RATE SCHEDULE

RESIDENTIAL CLASSIFICATION

This classification shall include gas supplied for residential purposes such as a private dwelling, apartment house with a single meter supplying four or less dwelling units, separately metered apartments of a multiple dwelling, accessory buildings to dwellings or apartment houses such as garages, except at residences receiving service under Rate Schedule LIRAS for Low Income Residential Assistance Service and other places of residence where gas is used for residential purposes.

Churches and missions (places of worship) shall be entitled to Service under the Residential service rate schedule.

AVAILABILITY OF SERVICE

Gas Service shall be available at one location, except as otherwise provided, for residential customers.

APPLICABILITY

Applicable in all areas served under this tariff.

MONTHLY RATE

Basic Service Charge

\$14.00 per Month

Distribution Charges

33.818¢ per 100 cubic feet

(D)

Gas Adjustment Charge

2.036¢ per 100 cubic feet

Purchased Gas Cost Component
(Rider A)

0.037¢ per 100 cubic feet

Merchant Function Charge
(Rider G)

2.073¢ Per 100 cubic feet

Total Gas Adjustment Charge

(D) Indicates Decrease

(I) Indicates Increase

RESIDENTIAL SERVICE RATE SCHEDULE (cont.)

Natural Gas Supply Charge			
54.410¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	(D)
0.981¢	per 100 cubic feet	Merchant Function Charge (Rider G)	(D)
<u>1.149¢</u>	per 100 cubic feet	Gas Procurement Charge (Rider H)	
56.540¢	per 100 cubic feet Charge	Total Natural Gas Supply	(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 1.8032% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223. The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge. Residential rate classes shall be subject to Rider F - CAP Discount Charge as set forth in this tariff.

RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

FORMER NEHL RESIDENTIAL SERVICE RATE SCHEDULE

AVAILABILITY OF SERVICE:

Service under this rate schedule shall be available to: (i) Former NEHL Customers who previously received service under "Rate R - Residential Customers" from NEHL as of the Closing Date; and (ii) Former NEHL Customers who, after receiving service from the Company under Rate Schedule CAP, have elected to either unenroll in Rate Schedule CAP or otherwise lost eligibility for same.

MONTHLY RATE

Basic Service Charge
\$8.50 per Month

Distribution Charges (includes Delivery Rate plus the "Distribution Charges," specified in Rider A)

18.987¢ per 100 cubic feet (D)

Gas Adjustment Charge
2.036¢ per 100 cubic feet Purchased Gas Cost Component (Rider A)
0.037¢ per 100 cubic feet Merchant Function Charge (Rider G)
2.073¢ Per 100 cubic feet Total Gas Adjustment Charge

Natural Gas Supply Charge
54.410¢ per 100 cubic feet Purchased Gas Cost Component (D) (Rider A)
0.981¢ per 100 cubic feet Merchant Function Charge (D) (Rider G)
1.149¢ per 100 cubic feet Gas Procurement Charge (Rider H)
56.540¢ per 100 cubic feet Total Natural Gas Supply Charge (D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 1.8032% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above rate schedule (and all rate components specified above) is subject, in all respects, to Rider A of the Company's Tariff. In this regard, among other things, the Distribution Charges specified above include: (a) the delivery rate applicable to Former NEHL Customers; and (b) current charges assessed consistent with Rider A of the Company's Tariff for the recovery of pipeline capacity and storage costs needed to provide peak delivery/temperature swing requirements for all customers.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of: (a) Rider B - State Tax Adjustment Surcharge; and (b) as of the Former NEHL Customers DSIC Effective Date, DSIC - Distribution System Improvement Charge. Residential rate classes shall be subject to Rider F - CAP Discount Charge as set forth in this tariff.

RATE SCHEDULE CAP
FOR CUSTOMER ASSISTANCE PROGRAM SERVICE ("CAP")

AVAILABILITY OF SERVICE

Service under this rate schedule shall be available on/after the effective date of this Tariff Supplement (the "CAP Implementation Date") to those meeting all of the following requirements:

1. Must comply with the terms of CAP as specified in the Company's then-current Universal Service and Energy Conservation Plan ("Plan"). Must be residential heating customers of the Company;
2. Must have a gross household income equal to or less than 150% of the Federal Poverty Income Guidelines (FPIG);
3. All adult individuals residing in the household must agree to: (i) participate in CAP and provide their names and social security numbers or other acceptable forms of identification; and (ii) provide satisfactory verification to prove income, as specified hereinbelow under the heading "Responsibility of a CAP Customer"; and
4. Must agree to receive LIURP services if they meet the eligibility requirements.

Additionally, provided all other eligibility criteria specified herein are met, service under this Rate Schedule CAP shall be available to Former NEHL Customers who previously received service under "Rate R - Residential Customers" from NEHL as of the Closing Date.

(C)

RESPONSIBILITY OF A CAP CUSTOMER

1. All household income must be verified at time of enrollment. Additionally, once enrolled, CAP participants must agree to have their income verified periodically (at intervals as specified in the Company's Plan) and advise the Company if their income or household size changes. For those reporting "zero" or "no" income, reverification may be made using the Commission's Standard CAP Reverification Form.
2. Payment of the "CAP Balance Due Amount" (defined in this Rate Schedule) are required to avoid termination of service.
3. No extensions or arrangements (to avoid termination of service) will be offered to CAP customers.
4. Must comply with the terms of CAP as specified in the Company's Plan.
5. The ratepayer must agree to apply annually for LIHEAP, if eligible and LIHEAP is available.

APPLICATION PROCESS

Prospective CAP customers must complete the application as specified in the Plan. Enrollment in CAP will occur upon the Company's review and verification that the individual(s) who have made application to participate in CAP meet the requirements specified herein and in the Plan.

SPECIAL TRANSITION PROVISION - Consistent with the Company's Plan (approved by Order of the Commission on December 22, 2022 at Docket No. M-2021-3024935), all customers who were enrolled in National Fuel's former customer assistance program, known as the "Low-Income Residential Assistance" Program ("LIRA") on the date immediately prior to the CAP Implementation Date will automatically be enrolled in CAP (the "Carryover Customers").

(C) Indicates Change

MONTHLY RATE

For each monthly bill, the Company will determine the following for each customer receiving service under this rate schedule:

(C)

- (1) **PIP Amount:** Determined as follows:

Income Category	PIP Amount (Amount of Monthly Gross Household Income**)
0-50% FPL*	4%
51-150% FPL*	6%

*As used in the above table, "FPL" shall refer to the Federal Poverty Income Guidelines published annually in the *Federal Register* by the United States Department of Health and Human Services.

**As used in the above table, "Monthly Gross Household Income" shall have the meaning ascribed to the term "Household income" in Section 1403 of the Public Utility Code (66 Pa.C.S. § 1403).

- (2) **Average Monthly Bill Amount:** Calculated as per the "Balanced Billing Plan" specified in Rule 18 of this Tariff.

Customers receiving service under this rate schedule will be required to pay the greater of (a) or (b) below as determined on monthly basis (the "**CAP Balance Due Amount**"): :

- (a) PIP Amount or Average Monthly Bill Amount (whichever results in a lesser amount for the Customer); or
- (b) CAP Minimum Payment Amount of \$12.00.

(C) Indicates Change

[RESERVED]

(C)

(C) Indicates Change

Bills calculated to determine the Average Monthly Bill Amount shall include all generally applicable charges, surcharges and credits applicable to customers receiving service under the Residential service classification, as specified in this tariff. Provided, however, customers enrolled in CAP shall not receive a bill exceeding their CAP Balance Due Amount. (C)

REAPPLICATION FOR CAP AT A NEW ADDRESS (C)

When active CAP customers move to a new address, upon application for service at such new address, said customers will continue to receive service under this Rate Schedule at the new address. If occupants change, it will be necessary to verify the household members and income. If a ratepayer, or any adult members of the household, has an overdue balance from a previous account, that balance will be reflected on the first CAP bill at the new address. If a previous account was terminated for nonpayment, CAP payments must be caught up to establish service at the new address. A customer who moves to a new premise can continue arrearage forgiveness on the remaining balance that is eligible for forgiveness. (C)

ARREARAGE FORGIVENESS

Preprogram arrearages ("PPA") are eligible for debt forgiveness. Each time a CAP customer pays their CAP Balance Due Amount on time, one twenty-fourth of the amount is forgiven ("CAP PPA Balance Forgiveness"). If a CAP customer falls behind and pays their CAP Balance Due Amount due to a zero balance, they will receive the debt forgiveness that was previously missed. These arrearages will be shown on CAP customer's bills. (C)

SPECIAL TRANSITION PROVISION - Consistent with the Company's Plan (approved by Order of the Commission on December 22, 2022 at Docket No. M-2021-3024935), on the CAP Implementation Date, the Carryover Customers' in-program LIRA arrears will be re-classified as PPA, and such amount, together with the Carryover Customers' LIRA PPA shall be subject to forgiveness under the terms specified in the previous paragraph relating to CAP PPA Balance Forgiveness. Each payment made by Carryover Customers prior to the CAP Implementation Date (meeting terms specified in the Plan to receive PPA balance forgiveness) will qualify as one of the 24 required payments in order to receive their full CAP PPA Balance Forgiveness. (C)

When a CAP customer moves to a new address, the remaining arrearage forgiveness can be utilized at the new address. (C)

LIHEAP

All LIHEAP grants will be applied to the customers' CAP responsibility in accordance with applicable Department of Human Services vendor requirements.

(C) Indicates Change

TERMINATION PROCESS

During the period April 1 through November 30:

1. If a CAP customer fails to pay the "CAP Balance Due Amount," the Company's collection process will begin. This process includes all required regulatory notification and procedural steps. The actual termination notices mailed to CAP customers will reflect the means for avoiding termination of service. (C)
2. To avoid termination of service, the CAP customer must pay the amount set forth in the termination notice prior to the scheduled termination date.
3. The delinquent CAP participant will not be granted a payment arrangement or an extension to avoid termination of service.
4. Medical Certificates will be honored for CAP customers.
5. Service will be terminated if the customer fails to pay the notice amount (and no certified medical condition exists).

Termination notices will not be sent from December 1 until the First cycle billing portion that produces a proposed termination date of April 1 or later. Any customer who has missed any payments over the winter months will be sent a notice for termination for the missed payments. The number of missed payments should not exceed 5 months except in extenuating circumstances such as a medical certification or a complaint to the Bureau of Consumer Services.

RECONNECTION PROCESS

A ratepayer whose service is reconnected due to the submission of a medical certificate will not be reinstated in the CAP program until all requirements are met equal to those that would apply for that same customer seeking reconnection without a medical certificate.

Generally, in order to have service reconnected, the CAP customer must: (C)

1. Pay a reconnection charge.
2. Pay the entire arrearage which accrued while a CAP participant (including the current bill if after the due date).
3. In the situation where his/her account had a preprogram arrearage, the account will be eligible for continued arrearage forgiveness opportunities if the CAP customer completely pays his/her CAP program arrears and if he/she has remaining forgiveness months remaining.
4. If a customer/applicant who was previously a CAP participant elects to have service reconnected/established and receive service under the residential rate schedule, he/she will be reconnected pursuant to applicable provisions of the Public Utility Code and applicable regulations of the Commission.

(C) Indicates Change

Issued: April 18, 2024

Effective: April 22, 2024

RECONNECTION PROCESS (Cont',)

All customers listed on the account are responsible for the balance accrued while a CAP participant. The terms for reconnection will apply to each adult resident as a ratepayer, unless the resident can demonstrate to the Company's satisfaction extenuating circumstances including, but not limited to, divorce, abandonment, or spousal abuse, where the spouse has established a separate residence. (C)

REVERIFICATION PROCESS

Active CAP accounts are reverified periodically to determine changes in income or household size that might affect program eligibility. (C)

The CAP reverification process will require participants to reverify their status every two years unless, one of the following situations apply: (C)

(1) The CAP customer's household situation changes or they report inexplicable increased consumption and/or have not received LIHEAP. As recommended by the Universal Service evaluation, such customers would be required to reverify their status upon request. (C)

(2) The CAP customer's household: (a) has as its primary source of income any of the following: Social Security, Supplemental Security Income, or pensions; or (b) received LIHEAP benefits in the time since CAP enrollment or the last CAP re-verification. For CAP customers in this scenario, the reverification period would be three (3) years. (C)

(3) The CAP Customer reports "zero income." For CAP Customers in this scenario, the customers would be required to reverify their income every six (6) months, using the "Zero Income Form" prescribed by the Commission. (C)

RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, gas service under this rate schedule. Additionally, the provisions of the Plan shall also apply to gas service under this rate schedule.

C) Indicates Change

(C)

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COMMERCIAL AND PUBLIC AUTHORITY
SERVICE RATE SCHEDULE

COMMERCIAL CLASSIFICATION

A Commercial customer shall be defined as a customer using gas in wholesale or retail trade, agriculture, forestry, fisheries, transportation, communications, sanitary services, finance, insurance, real estate and services such as clubs, hotels, auto repair, etc.

A religious or nonprofit organization, whose support is primarily from private funds shall be classified as a Commercial customer. Churches and missions (places of worship) may choose to be classified as Commercial customers, and, upon, choosing to receive service as a Commercial customer, shall remain a Commercial customer for at least twelve months. (C) (C) (C)

The nature of the customer's primary business or economic activity at the location of service determines the customer classification.

PUBLIC AUTHORITY CLASSIFICATION

This classification shall include gas supplied to buildings, offices and institutions occupied or operated by governmental agencies whose financial support is entirely or primarily obtained from public funds.

AVAILABILITY OF SERVICE

Gas service shall be available at one location, except as otherwise provided, for any Commercial or Public Authority customers. Customers served under this rate schedule will be billed according to their annual consumption level as follows. Those customers with actual deliveries of 1,000,000 cubic feet (1,000 Mcf) or less during the twelve billing months of the calendar year preceding the next-succeeding Application Period, as defined in this rate schedule, shall be considered to be a "Small" Commercial or Public Authority customer. In addition, the Small Customer category shall be further subdivided by customers who use not more than 250,000 cubic feet per year and those whose usage is more than 250,000 cubic feet but not more than 1,000,000 cubic feet per year. Those customer with actual deliveries in excess of 1,000 Mcf during the twelve billing months of the calendar year preceding the next-succeeding Application Period, as defined in this rate schedule, shall be considered to be a "Large" Commercial or Public Authority customer. The actual deliveries of gas to the Customer shall include not only volumes of gas purchased from the Company by such Customer but also volumes of Customer-owned gas transported by the Company to such Customer.

(C) Indicates Change

COMMERCIAL AND PUBLIC AUTHORITY
SERVICE RATE SCHEDULE

AVAILABILITY OF SERVICE (Cont'd)

A proposed new Commercial or Public Authority Customer, at a premises not (C)
previously receiving any service from the Company, shall be considered a
"Small" Commercial/Public Authority Customer unless both the Company and the
Customer agree that the projected total volume of gas, including not only
volumes of gas to be purchased from the Company by such Customer but also
volumes of Customer-owned gas projected to be transported by the Company to
such Customer, measured in thousand cubic feet (Mcf), will be not less than
1,000 Mcf during the succeeding twelve months. A proposed new Commercial or
Public Authority Customer, at a premises previously receiving service from the
Company shall be classified at the same rate as the previous Commercial or (C)
Public Authority Customer at the premises unless the Company and the Customer
agree that the projected total volume of gas to be transported by or purchased
from the Company and consumed by the Customer justifies a different rate
classification.

(C) Indicates Change

COMMERCIAL AND PUBLIC AUTHORITY SERVICE RATE SCHEDULE (cont.)

APPLICABILITY

Applicable in all areas served under this tariff.

MONTHLY RATE

For "Small" Commercial/Public Authority Customers using not more than 250,000 cubic feet per year:

Basic Service Charge			
\$27.00	per Month		
Distribution Charges			
27.201¢	per 100 cubic feet		(D)
Gas Adjustment Charge			
2.036¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	
<u>0.007¢</u>	per 100 cubic feet	Merchant Function Charge (Rider G)	
2.043¢	per 100 cubic feet	Total Gas Adjustment Charge	
Natural Gas Supply Charge			
54.410¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	(D)
0.185¢	per 100 cubic feet	Merchant Function Charge (Rider G)	(D)
<u>1.149¢</u>	per 100 cubic feet	Gas Procurement Charge (Ride H)	
55.744¢	per 100 cubic feet	Total Natural Gas Supply Charge	(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

(D) Indicates Decrease

(I) Indicates Increase

COMMERCIAL AND PUBLIC AUTHORITY SERVICE RATE SCHEDULE (Cont'd)

For "Small" Commercial/Public Authority Customers using greater than 250,000 cubic feet but not more than 1,000,000 cubic feet per year:

Basic Service Charge			
\$37.00	per Month		
Distribution Charges			
24.762¢	per 100 cubic feet		(D)
Gas Adjustment Charge			
2.036¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	
<u>0.007¢</u>	per 100 cubic feet	Merchant Function Charge (Rider G)	
2.043¢	per 100 cubic feet	Total Gas Adjustment Charge	
Natural Gas Supply Charge			
54.410¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	(D)
0.185¢	per 100 cubic feet	Merchant Function Charge (Rider G)	(D)
<u>1.149¢</u>	per 100 cubic feet	Gas Procurement Charge (Rider H)	
55.744¢	per 100 cubic feet	Total Natural Gas Supply Charge	(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

(D) Indicates Decrease

(I) Indicates Increase

Issued: April 30, 2026

Effective: May 1, 2026

FORMER NEHL COMMERCIAL AND PUBLIC BUILDING RATE SCHEDULE

AVAILABILITY OF SERVICE

For Former NEHL Customers who previously received service under "Rate C - Commercial Customers" from NEHL as of the Closing Date or were otherwise eligible to receive service under said "Rate C - Commercial Customers" from NEHL as of the Closing Date.

MONTHLY RATE

Basic Service Charge

\$22.00 per Month per meter (SMALL - for customers under 400 cu. ft./hr. Demand)

\$44.00 per Month per meter (LARGE - for customers over 400 cu. ft./hr. Demand)

Distribution Charges (includes Delivery Rate plus the "Distribution Charges," specified in Rider A)

18.557¢ per 100 cubic feet (D)

Gas Adjustment Charge

2.036¢ per 100 cubic feet Purchased Gas Cost Component (Rider A)

0.007¢ per 100 cubic feet Merchant Function Charge (Rider G)

2.043¢ Per 100 cubic feet Total Gas Adjustment Charge

Natural Gas Supply Charge

54.410¢ per 100 cubic feet Purchased Gas Cost Component (D) (Rider A)

0.185¢ per 100 cubic feet Merchant Function Charge (D) (Rider G)

1.149¢ per 100 cubic feet Gas Procurement Charge (Rider H)

55.744¢ per 100 cubic feet Total Natural Gas Supply Charge (D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223. The above non-purchased gas cost rates shall be subject to: (a) surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge; and (b) as of the Former NEHL Customers DSIC Effective Date, DSIC - Distribution System Improvement Charge.

The above rate schedule (and all rate components specified above) is subject, in all respects, to Rider A of the Company's Tariff. In this regard, among other things, the Distribution Charges specified above include: (a) the delivery rate applicable to Former NEHL Customers; and (b) current charges assessed consistent with Rider A of the Company's Tariff for the recovery of pipeline capacity and storage costs needed to provide peak delivery/temperature swing requirements for all customers.

Commercial and Public Authority Service Rate Schedule (Cont'd)

For "Large" Commercial/Public Authority Customers:

Basic Service Charge	\$151.00	per Month		
Distribution Charges	20.829¢	per 100 cubic feet		(D)
Gas Adjustment Charge	2.036¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	
	<u>0.007¢</u>	per 100 cubic feet	Merchant Function Charge (Rider G)	
	2.043¢	per 100 cubic feet	Total Gas Adjustment Charge	
Natural Gas Supply Charge	54.410¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	(D)
	0.185¢	per 100 cubic feet	Merchant Function Charge (Rider G)	(D)
	<u>1.149¢</u>	per 100 cubic feet	Gas Procurement Charge (Rider H)	
	55.744¢	per 100 cubic feet	Total Natural Gas Supply Charge	(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

APPLICATION PERIOD

The Application Period shall be the twelve months beginning March 1 of each year.

RULES AND REGULATIONS

The Rules and Regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 67 to
Gas - Pa. P.U.C. No. 9
First Revised Page No. 42A
Canceling Original Page No. 42A

RESERVED FOR FUTURE USE

COMMERCIAL RIDER BDS
BUSINESS DEVELOPMENT SERVICE RIDER

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY OF SERVICE

This Rider is available to Commercial customers with regard to sales service under the Commercial and Public Authority Rate Schedule. This rider is not available with regard to service under Rate Schedule CPA-LBS.

TERM

To become effective on the first day of the next billing cycle following qualification and acceptance by the Company and to continue during the qualification period for five (5) years.

QUALIFICATIONS

1. Facility

The following shall be considered a "qualifying facility":

- A. For new customers:
 - (1) a newly-constructed facility; or
 - (2) an existing facility that has been purchased, or leased, and has been vacant for at least six (6) months.
- B. For existing customers:
 - (1.) any combination of new employment or investment which is equal to at least 10 percent (10%) of the existing customer's historical level of employment at the time of application. For purposes of this subsection, an investment in plant facilities of \$15,000 shall be considered equivalent to one new employee.

2. Gas Usage

A. New Customers

The gas consumed by an applicant, at a qualifying facility, shall be eligible for this rate, if it is demonstrated that the facility will have gas consumption in excess of 2,400 Mcf per year.

B. Existing Customers

Incremental gas consumed by an applicant, at a qualifying facility, shall be eligible for this rate provided that the incremental load is 20% of the applicant's prior year's normalized load or 2,400 Mcf per year, whichever is less. However, such incremental usage will not qualify unless the incremental load will be 1,200 Mcf per year. To determine qualifying gas usage, the incremental load will be measured against the gas consumed by the applicant, normalized over the most recent twelve-month period preceding the date of application for which data are available.

3. Classification

Applicants who qualify for one of the following classifications, pursuant to the Standard Industrial Classification Manual (1972 edition, as amended) will be eligible for this rider:

Wholesale Trade Division -
major groups 50 and 51

Finance, Insurance and Real Estate Division -
major groups 60, 61, 62, 63 and 67

4. Application

Applications for the rate must be received by the Company at least ninety (90) days, but not more than eighteen (18) months, prior to start-up of the qualifying facility.

RATES

New Commercial customers who qualify for service under this Rider will receive a reduction to the otherwise applicable commodity rate, as stated below, for all gas usage. Existing Commercial customers who qualify for service under this Rider will receive a reduction to the otherwise applicable commodity rate, as stated below for the qualifying portion of gas usage as determined in Qualifications Section 2.B, above. Customer charges and penalties, if any, under the Commercial and Public Authority Rate Schedule, are not subject to reduction.

A. Amount of the Reduction

For years one, two and three of the qualification period, there shall be a reduction of \$0.02 per 100 cubic feet of qualifying consumption under the Commercial and Public Authority Rate Schedule.

For years four and five of the qualification period, there shall be a reduction of \$0.01 per 100 cubic feet of qualifying consumption under the Commercial and Public Authority Rate Schedule.

OTHER PROVISIONS

Except as modified by the terms of this Rider, all provisions of the Commercial and Public Authority Rate Schedule apply to service to the customer.

Rate Schedule CPA-LBS

LOAD BALANCING SERVICE
FOR COMMERCIAL AND PUBLIC AUTHORITY CUSTOMERS

I. APPLICABILITY

Throughout the territory served under this tariff.

II. AVAILABILITY

Sales Service and Transportation Service under this rate schedule are available to Commercial and Public Authority customers that execute an agreement for one or more twelve month periods of service under this rate schedule for incremental load used in load balancing facilities, or where, in the judgment of the Company, existing load would be displaced by an alternate fuel or an alternate source of gas. For the purposes of this rate schedule, "incremental load" shall consist of the following:

- (1) Any volume of gas used at gas-consuming facilities constructed or installed after May 20, 1989, that will result in additional or expanded use of gas received from the Company; or
- (2) Any volume of gas used at existing gas-consuming facilities of Customer at which the Customer has not used gas taken from the Company for at least twelve (12) consecutive months.

For the purposes of this rate schedule, "load balancing facilities" shall consist of any facilities of a Customer which use incremental load.

The Customer, in its sole discretion, must determine whether it will be more advantageous for the Customer to receive service for incremental load under this rate schedule or under the Commercial and Public Authority Service rate schedule.

The Customer's load balancing facilities shall be constructed in a manner satisfactory to the Company so that the Company will be able to meter the volume of gas used by the Customer in the load balancing facilities separately from gas used by the Customer in other facilities.

The Customer's load balancing facilities must be served by a discrete gas service supply system beyond the Company's meter. During business hours, the Company shall have the right to inspect Customer's facilities to determine whether Customer's facilities, including Customer's gas service supply system and load balancing facilities, meet the requirements of this rate schedule.

(C) Indicates Change

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In order to qualify for Service under this rate schedule, Customers must execute an agreement for service under this rate schedule within one (1) year after either: (1) the date of the completion of the installation of new gas-consuming facilities; or (2) the date that the Customer begins taking gas from the Company at existing facilities of the Customer which have not used gas taken from the Company for at least twelve (12) consecutive months.

III. NATURE OF SERVICE

Sales Service provided under this rate schedule shall be firm service up to the level of the Customer's Gas BDU level established below, subject to the curtailment priorities of Rule 26. Sales Service in excess of the Customer's Gas BDU level will be provided only to the extent that the Company determines, from time to time, that available gas supply and available system capacity are sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

Transportation Service provided under this rate schedule shall be firm Service up to the level of the Customer's Margin BDU level established below, subject to the curtailment priorities of Rule 26. Transportation Service in excess of the Customer's Margin BDU level will be provided only to the extent that the Company determines, from time to time, that available system capacity is sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

IV. MONTHLY BILL

The monthly bill, for sales service under this rate schedule, shall be the sum of the Demand Charges, as computed in Section A hereinafter, and the Commodity Charges for sales and for transportation service, as computed in Section B hereinafter.

A. DEMAND CHARGES

The monthly Demand Charges shall be the sum of (1) the product of multiplying the rate per Gas Billing Demand Unit (Gas BDU), determined as provided below, by the number of the Customer's Gas BDUs, determined as provided below, and (2) the product of multiplying the rate per Margin Billing Demand Unit (Margin BDU), determined as provided below, by the number of Margin BDUs, determined as provided below.

1. Gas Demand Charge

a. Determination of Rate Per Gas BDU

The rate per Gas BDU shall be determined as follows:

1. The purchased gas demand costs applicable to the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial classes, the "DC", shall be obtained from Rider "A" - Section 1307(f) Purchased Gas Costs.
2. The number 12 shall be multiplied by the sum of (a) the volume of gas (expressed in Mcf) purchased from the Company by all Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial customers, during the Company peak Sales Month and (b) the volume of service (expressed in Mcf) to all customers under the "Monthly Volume" provisions of Rate Schedule SB, during the Company Peak Sales Month.
 - (a) "Company Peak Sales Month" is defined as the calendar month within which the Company experienced the System-Wide Peak Sales Day, such month being December, January or February preceding the Section 1307(f) Application Period for which the determination of the rate per Gas BDU is being made.
 - (b) "System-Wide Peak Sales Day" is defined as the day of maximum gas purchased by the Company, including all volumes of gas purchased from the Company throughout its entire system in the states of Pennsylvania and New York.
3. The amount determined in Item 1 above shall be divided by the amount determined in Item 2 above to determine the amount included in the rate for recovery of purchased gas costs.
4. The rate per Gas BDU shall be the amount for purchased gas demand costs (Item 3).

The current rate per Gas BDU is as follows:

Purchased Gas Demand Cost	\$1.0666/BDU	(D)
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Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made, under Items 1, 2 and 3, above, of the component to be included in the rate for purchased gas demand costs and the rate per Gas BDU shall be changed accordingly.

(D) Indicates Decrease

(I) Indicates Increase

b. Determination of Customer's Gas BDUs

The Customer's Gas BDUs shall be determined as follows: The actual volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities during such Customer's Peak Billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Gas BDUs applicable to Customer shall be zero (0).

2. Margin Demand Charge

a. The rate per Margin BDU shall be \$.5630 per Margin BDU. (I)

b. Determination of Customer's Margin BDUs

The Customer's Margin BDU shall be determined as follows: The actual deliveries of gas to the Customer by Company, including not only volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities but also volumes of Customer-owned gas transported to the Customer's load balancing facilities through the Company's facilities, during such Customer's Peak Billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the Customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Margin BDUs applicable to Customer shall be zero (0).

(I) Indicates Increase.

B. COMMODITY CHARGES FOR SALES AND FOR TRANSPORTATION SERVICE

1. Commodity Charge for Sales Service

The monthly Commodity Charge for Sales Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas sold to the Customer by the Company during the applicable billing cycle.

The rate per Mcf shall be determined as follows and shall be \$4.3487 (D)
per Mcf, subject to revision as provided below:

The current components of the rate are as follows:

Purchased Gas Commodity Costs, set forth in Rider "A"	\$3.7921/Mcf	(D)
Non Gas Costs	\$0.5566/Mcf	

a. Determination of Rate per Mcf

The rate per Mcf shall be the sum of:

1. The net amount per Mcf for recovery of the commodity component of purchased gas costs and for recovery or refund of "E" factor amounts, the "PGCC", as determined in Rider "A" - Section 1307(f) Purchased Gas Costs of this tariff;
plus
2. The amount of \$0.5566 per Mcf for recovery of non-gas costs.

Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made of the commodity component of purchased gas costs (Item 1, above) and the rate per Mcf shall be changed accordingly. The component included in the rate for recovery of non-gas costs shall remain constant until changed in accordance with a procedure, other than a proceeding pursuant to Section 1307(f) of the Public Utility Code, 66 Pa.C.S. Section 1307(f).

2. Commodity Charge for Transportation Service

The monthly Commodity Charge for Transportation Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas transported by the Company to the Customer's load balancing facilities.

The rate per Mcf for transportation of gas under this rate schedule shall be \$1.0466 per Mcf, which includes \$0.5566 for recovery of non-gas costs and \$0.4900 for recovery of purchased gas.

(D) Indicates Decrease

(I) Indicates Increase

V. SURCHARGE

The non-purchased gas cost Demand Charges and the non-purchased gas cost Commodity Charge for Sales Service and the non-purchased gas cost Commodity Charge for Transportation Service shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge. (C)

VI. AMOUNTS TO BE INCLUDED IN OVER/UNDERCOLLECTION OF GAS COSTS

Purchased gas cost revenues billed under this rate schedule shall be included as revenues for recovery of gas costs for purposes of computing Factor "E" of Company's 1307(f) rate in accordance with procedures set forth in Rider "A" - Section 1307(f) Purchased Gas Costs.

VII. SPECIAL PROVISIONS

Monthly metered Special Provisions A through J contained in the Company's Rate Schedule for Transportation Service shall apply to transportation service under this rate schedule.

VIII. RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

SVIS

SMALL VOLUME INDUSTRIAL SERVICE RATE SCHEDULE

INDUSTRIAL CLASSIFICATION

An Industrial customer shall be defined as a customer using gas primarily in a process which grades or changes raw material or unfinished material into another form or product including establishments in mining and manufacturing. The nature of the customer's primary business or economic activity at the location served determines the classification.

If a particular load to a manufacturing or processing plant represents gas used for plant cafeteria or a heating load, with or without processing load, whether or not separately metered, the account shall be classified as Industrial.

AVAILABILITY OF SERVICE

Gas service shall be available at one location, except as otherwise provided, for Industrial customers. All industrial customers shall receive service under this rate schedule except industrial customers eligible for service under Rate Schedule IVIS for Intermediate Volume Industrial Service, Rate Schedule LVIS for Large Volume Industrial Service or under Rate Schedule LIS for Large Industrial Service. Customers served under this rate schedule will be billed according to their annual consumption level as follows. Those customers with actual deliveries of 1,000,000 cubic feet (1,000 Mcf) or less during the twelve billing months of the calendar year preceding the next-succeeding Application Period, as defined in this rate schedule, shall be considered to be a SVIS customer. The actual deliveries of gas to the Customer shall include not only volumes of gas purchased from the Company by such Customer but also volumes of Customer-owned gas transported by the Company to such Customer.

A proposed new Industrial Customer who does not qualify for the IVIS, LVIS or LIS Rate Schedules, not previously receiving any service from the Company, shall be considered a SVIS Customer unless both the Company and the Customer agree that the projected total volume of gas, including not only volumes of gas to be purchased from the Company by such Industrial Customer but also volumes of Customer-owned gas projected to be transported by the Company to such Customer, measured in thousand cubic feet (Mcf), will be not less than 1,000 Mcf during the succeeding twelve months.

APPLICABILITY

Applicable in all areas served under this tariff.

SVIS
Small Volume Industrial Service Rate Schedule (Cont'd)

MONTHLY RATE

Basic Service Charge			
\$82.00	per Month		
Distribution Charges			
24.929¢	per 100 cubic feet		(D)
Gas Adjustment Charge			
2.036¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	
<u>0.007¢</u>	per 100 cubic feet	Merchant Function Charge (Rider G)	
2.043¢	per 100 cubic feet	Total Gas Adjustment Charge	
Natural Gas Supply Charge			
54.410¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	(D)
0.185¢	per 100 cubic feet	Merchant Function Charge (Rider G)	(D)
<u>1.149¢</u>	per 100 cubic feet	Gas Procurement Charge (Rider H)	
55.744¢	per 100 cubic feet	Total Natural Gas Supply Charge	(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge.

APPLICATION PERIOD

The Application Period shall be the twelve months beginning March 1 of each year.

RULES AND REGULATIONS

The Rules and Regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

FORMER NEHL INDUSTRIAL RATE SCHEDULE

AVAILABILITY OF SERVICE

For Former NEHL Customers who previously received service under "Rate I - Industrial Customers" from NEHL as of the Closing Date or were otherwise eligible to receive service under said "Rate I - Industrial Customers" from NEHL as of the Closing Date.

MONTHLY RATE

Basic Service Charge

\$22.00 per Month per meter (SMALL - for customers under 400 cu. ft./hr. Demand)

\$117.00 per Month per meter (LARGE- for customers over 400 cu. ft./hr. Demand)

Distribution Charges (includes Delivery Rate plus the "Distribution Charges," specified in Rider A)

18.847¢ per 100 cubic feet

Gas Adjustment Charge

2.036¢ per 100 cubic feet Purchased Gas Cost Component (Rider A)

0.007¢ per 100 cubic feet Merchant Function Charge (Rider G)

2.043¢ Per 100 cubic feet Total Gas Adjustment Charge

Natural Gas Supply Charge

54.410¢ per 100 cubic feet Purchased Gas Cost Component (D) (Rider A)

0.185¢ per 100 cubic feet Merchant Function Charge (D) (Rider G)

1.149¢ per 100 cubic feet Gas Procurement Charge (Rider H)

55.744¢ per 100 cubic feet Total Natural Gas Supply Charge (D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223. The above non-purchased gas cost rates shall be subject to surcharges in accordance with: (a) the provisions of Rider B - State Tax Adjustment Surcharge; and (b) as of the Former NEHL Customers DSIC Effective Date, DSIC - Distribution System Improvement Charge.

The above rate schedule (and all rate components specified above) is subject, in all respects, to Rider A of the Company's Tariff. In this regard, among other things, the Distribution Charges specified above include: (a) the delivery rate applicable to Former NEHL Customers; and (b) current charges assessed consistent with Rider A of the Company's Tariff for the recovery of pipeline capacity and storage costs needed to provide peak delivery/temperature swing requirements for all customers.

FORMER NEHL FIRM TRANSPORTATION SERVICE RATE SCHEDULE

AVAILABILITY OF SERVICE

For Former NEHL Customers who previously received service under "Rate TS - Transportation Service" from NEHL as of the Closing Date or were otherwise eligible to receive service under said "Rate TS - Transportation Service" from NEHL immediately as of the Closing Date.

MONTHLY RATE

The rate for transportation of gas shall be as follows:

- | | | |
|----|--|--------------|
| a. | Former NEHL Residential Customers | \$ 1.478/MCF |
| b. | Former NEHL Commercial/Public Building Customers | \$ 1.435/MCF |
| c. | Former NEHL Industrial Customers | \$ 1.464/MCF |

The above non-purchased gas cost rates shall be subject to:(a) surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge; and (b) as of the Former NEHL Customers DSIC Effective Date, DSIC - Distribution System Improvement Charge. Additionally, Former NEHL Customers receiving transportation under this Rate Schedule will also be subject to applicable balancing charges and other fees as set forth in the Company's Rate Schedule for MMT Service or DMT Service, as well as all other applicable rules of service as specified in the Company's Rate Schedules for MMT Service or DMT Service.

IVIS

INTERMEDIATE VOLUME INDUSTRIAL SERVICE RATE SCHEDULE

INDUSTRIAL CLASSIFICATION

An Industrial customer shall be defined as a customer using gas primarily in a process which grades or changes raw material or unfinished material into another form or product including establishments in mining and manufacturing. The nature of the customer's primary business or economic activity at the location served determines the classification.

If a particular load to a manufacturing or processing plant represents gas used for plant cafeteria or a heating load, with or without processing load, whether or not separately metered, the account shall be classified as Industrial.

AVAILABILITY OF SERVICE

Gas service shall be available at one location, except as otherwise provided, for Industrial customers. All industrial customers shall receive service under this rate schedule except industrial customers eligible for service under Rate Schedule SVIS for Small Volume Industrial Service, Rate Schedule LVIS for Large Volume Industrial Service or under Rate Schedule LIS for Large Industrial Service. Customers served under this rate schedule will be billed according to their annual consumption level as follows. Those customers with actual deliveries in excess of 1,000 Mcf but less than 50,000 Mcf during the twelve billing months of the calendar year preceding the next-succeeding Application Period, as defined in this rate schedule, shall be considered to be an IVIS customer. The actual deliveries of gas to the Customer shall include not only volumes of gas purchased from the Company by such Customer but also volumes of Customer-owned gas transported by the Company to such Customer.

A proposed new Industrial Customer who does not qualify for the IVIS, LVIS or LIS Rate Schedules, not previously receiving any service from the Company, shall be considered a SVIS Customer unless both the Company and the Customer agree that the projected total volume of gas, including not only volumes of gas to be purchased from the Company by such Industrial Customer but also volumes of Customer-owned gas projected to be transported by the Company to such Customer, measured in thousand cubic feet (Mcf), will be not less than 1,000 Mcf during the succeeding twelve months.

APPLICABILITY

Applicable in all areas served under this tariff.

IVIS
INTERMEDIATE VOLUME INDUSTRIAL SERVICE RATE SCHEDULE (Cont'd)
MONTHLY RATE

Basic Service Charge			
\$252.00	per Month		
Distribution Charges			
17.554¢	per 100 cubic feet		(D)
Gas Adjustment Charge			
2.036¢	per 100 cubic feet	Purchased Gas Cost Component (Rider A)	
<u>0.007¢</u>	per 100 cubic feet	Merchant Function Charge (Rider G)	
2.043¢	per 100 cubic feet	Total Gas Adjustment Charge	
Natural Gas Supply Charge			
54.410¢	per 100 cubic feet	Purchased Gas Cost Component (D) (Rider A)	
0.185¢	per 100 cubic feet	Merchant Function Charge (D) (Rider G)	
<u>1.149¢</u>	per 100 cubic feet	Gas Procurement Charge (Rider H)	
55.744¢	per 100 cubic feet	Total Natural Gas Supply Charge	(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

APPLICATION PERIOD

The Application Period shall be the twelve months beginning March 1 of each year.

RULES AND REGULATIONS

(D) Indicates Decrease

(I) Indicates Increase

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 67 to
Gas - Pa. P.U.C. No. 9
First Revised Page No. 55A
Canceling Original Page No. 55A

RESERVED FOR FUTURE USE

INTERMEDIATE VOLUME INDUSTRIAL SERVICE RIDER BDS
BUSINESS DEVELOPMENT SERVICE RIDER

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY OF SERVICE

This Rider is available to Industrial customers with regard to sales service under the Intermediate Volume Industrial Service Rate Schedule. This rider is not available with regard to service under Rate Schedule IVI-LBS.

TERM

To become effective on the first day of the next billing cycle following qualification and acceptance by the Company and to continue during the qualification period for five (5) years.

QUALIFICATIONS

1. Facility

The following shall be considered a "qualifying facility":

A. For new customers:

- 1) a newly-constructed facility; or
- 2) an existing facility that has been purchased, or leased, and has been vacant for at least six (6) months.

B. For existing customers:

- 1) any combination of new employment or investment which is equal to at least ten percent (10%) of the existing customer's historical level of employment at the time of application. For purposes of this subsection, an investment in plant facilities of \$15,000 shall be considered equivalent to one new employee.

2. Gas Usage

A. New Customers

The gas consumed by an applicant, at a qualifying facility, shall be eligible for this rate, if it is demonstrated that the facility will have gas consumption in excess of 2,400 Mcf per year.

B. Existing Customers

Incremental gas consumed by an applicant, at a qualifying facility, shall be eligible for this rate provided that the incremental load is 20% of the applicant's prior year's normalized load or 2,400 Mcf per year, whichever is less. However, such incremental gas usage will not qualify unless the incremental load totals at least 1,200 Mcf per year. To determine qualifying gas usage, the incremental load will be measured against the gas consumed by the applicant, normalized over the most recent twelve-month period preceding the date of application for which data are available.

3. Classification

Applicants who qualify for one of the following classifications, pursuant to the Standard Industrial Classification Manual (1972 edition, as amended) will be eligible for this rider:

Manufacturing Division - major groups 20 - 39

4. Application

Applications for the rate must be received by the Company at least ninety (90) days, but not more than eighteen (18) months, prior to start-up of the qualifying facility.

RATES

New Intermediate Volume Industrial Service customers who qualify for service under this Rider will receive a reduction to the otherwise applicable commodity rate, as stated below, for all gas usage. Existing Intermediate Volume Industrial Service customers who qualify for service under this Rider will receive a reduction to the otherwise applicable commodity rate, as stated below for the qualifying portion of gas usage as determined in Qualifications Section 2.B, above. Customer charges and penalties, if any, under the Intermediate Volume Industrial Service Rate Schedule, are not subject to reduction.

A. Amount of the Reduction

For years one, two and three of the qualification period, there shall be a reduction of \$0.02 per 100 cubic feet of qualifying consumption under the Intermediate Volume Industrial Service Rate Schedule.

For years four and five of the qualification period, there shall be a reduction of \$0.01 per 100 cubic feet of qualifying consumption under the Intermediate Volume Industrial Service Rate Schedule.

OTHER PROVISIONS

Except as modified by the terms of this Rider, all provisions of the Intermediate Volume Industrial Service Rate Schedule apply to service to the customer.

Rate Schedule IVI-LBS

LOAD BALANCING SERVICE
FOR INTERMEDIATE VOLUME INDUSTRIAL CUSTOMERS

I. APPLICABILITY

Throughout the territory served under this tariff.

II. AVAILABILITY

Sales Service and Transportation Service under this rate schedule are available to Intermediate Volume Industrial customers that execute an agreement for one or more twelve-month periods of service under this rate schedule for incremental load used in load balancing facilities, or where, in the judgment of the Company, existing load would be displaced by an alternate fuel or an alternate source of gas. For purposes of the rate schedule, "incremental load" shall consist of the following:

- (1) Any volume of gas used at gas-consuming facilities constructed or installed after May 20, 1989 that will result in additional or expanded use of gas received from the Company; or
- (2) Any volume of gas used at existing gas-consuming facilities of Customer at which the Customer has not used gas taken from the Company for at least twelve (12) consecutive months.

For purposes of this rate schedule, "load balancing facilities" shall consist of any facilities of a Customer which use incremental load.

The Customer, in its sole discretion, must determine whether it will be more advantageous of the Customer to receive service for incremental load under this rate schedule or under the Intermediate Volume Industrial Service rate schedule.

The customer's load balancing facilities shall be constructed in a manner satisfactory to the Company so that the Company will be able to meter the volume of gas used by the Customer in the load balancing facilities separately from gas used by the Customer in other facilities.

The Customer's load balancing facilities must be served by a discrete gas service supply system beyond the Company's meter. During business hours, the Company shall have the right to inspect Customer's facilities to determine whether customer's facilities, including Customer's gas service supply system and load balancing facilities, meet the requirements of this rate schedule.

In order to qualify for Service under this rate schedule, Customers must execute an agreement for service under this rate schedule within one (1) year after either: (1) the date of the completion of the installation of new gas consuming facilities; or (2) the date that the Customer begins taking gas from the Company at existing facilities of the customer which have not used gas taken from the Company for at least twelve (12) consecutive months.

(C) Indicates Change

(C)

III. NATURE OF SERVICE

Sales Service provided under this rate schedule shall be firm service up to the level of the Customer's Gas BDU level established below, subject to the curtailment priorities of Rule 26. Sales Service in excess of the Customer's Gas BDU level will be provided only to the extent that the Company determines, from time to time, that available gas supplies are sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

Transportation Service provided under this rate schedule shall be firm Service up to the level of the Customer's Margin BDU level established below, subject to the curtailment priorities of Rule 26. Transportation Service in excess of the Customer's Margin BDU level will be provided only to the extent that the Company determines, from time to time, that available gas supplies are sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

IV. MONTHLY BILL

The monthly bill, for sales service under this rate schedule, shall be the sum of the Demand Charges, as computed in Section A hereinafter, and the Commodity Charges for sales and for transportation service, as computed in Section B hereinafter.

A. DEMAND CHARGES

The monthly Demand Charges shall be the sum of (1) the product of multiplying the rate per Gas Billing Demand Unit (Gas BDU), determined as provided below, by the number of the Customer's Gas BDUs, determined as provided below, and (2) the product of multiplying the rate per Margin Billing Demand Unit (Margin BDU) determined as provided below, by the number of Margin BDUs, determined as provided below.

1. Gas Demand Charge
 - a. Determination of Rate Per Gas BDU

The rate per Gas BDU shall be determined as follows:

1. The purchased gas demand costs applicable to the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial classes, the "DC", shall be obtained from Rider "A" - Section 1307(f) Purchased Gas Costs.
2. The number 12 shall be multiplied by the sum of (a) the volume of gas (expressed in Mcf) purchased from the Company by all Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume

Industrial and Large Industrial customers, during the Company peak Sales Month defined in Rate Schedule CPA-LBS and (b) the volumes of service (expressed in Mcf) to all customers under the "Monthly Volume" provisions of Rate Schedule SB, during the Company Peak Sales Month defined in Rate Schedule CPA-LBS.

3. The amount determined in Item 1 above shall be divided by the amount determined in Item 2 above to determine the amount included in the rate for recovery of purchased gas costs.
4. The rate per Gas BDU shall be the amount for purchased gas demand costs (Item 3).

The current rate per Gas BDU is as follows:

Purchased Gas Demand Cost	\$1.0666/BDU	(D)
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Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made, under Items 1, 2 and 3, above, of the component to be included in the rate for purchased gas demand costs and the rate per Gas BDU shall be changed accordingly.

b. Determination of Customer's Gas BDUs

The Customer's Gas BDUs shall be determined as follows: The actual volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities during such Customer's Peak billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Gas BDUs applicable to Customer shall be zero (0).

(D) Indicates Decrease

(I) Indicates Increase

2. Margin Demand Charge

- a. The rate per Margin BDU shall be \$0.5122 per Margin BDU.
- b. Determination of Customer's Margin BDUs

The Customer's Margin BDUs shall be determined as follows: The actual deliveries of gas to the Customer by Company, including not only volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities but also volumes of Customer-owned gas transported to the Customer's load balancing facilities through the Company's facilities, during such Customer's Peak billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Margin BDUs applicable to Customer shall be zero (0).

B. COMMODITY CHARGES FOR SALES AND FOR TRANSPORTATION SERVICE

1. Commodity Charge for Sales Service

The monthly Commodity Charge for Sales Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas sold to the Customer by the Company during the applicable billing cycle.

The rate per Mcf shall be determined as follows and shall be \$4.1729 per (D) Mcf, subject to revision as provided below:

The current components of the rate are as follows:

Purchased Gas Commodity		
Costs, set forth in Rider "A"	\$3.7921/Mcf	(D)
Non Gas Costs	\$0.3808/Mcf	

a. Determination of Rate per Mcf

The rate per Mcf shall be the sum of:

1. The net amount per Mcf for recovery of the commodity component of purchased gas costs and for recovery or refund of "E" factor amounts, the "PGCC", as determined in Rider "A" - Section 1307(f) Purchased Gas Costs of this tariff; plus

(D) Indicates Decrease

(I) Indicates Increase

2. The amount of \$0.3808 per Mcf for recovery of non-gas costs.

Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made of the commodity component of purchased gas costs (Item 1, above) and the rate per Mcf shall be changed accordingly. The component included in the rate for recovery of non-gas costs shall remain constant until changed in accordance with a procedure, other than a proceeding pursuant to Section 1307(f) of the Public Utility Code, 66 Pa.C.S. Section 1307(f).

2. Commodity Charge for Transportation Service

The monthly Commodity Charge for Transportation Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas transported by the Company to the Customer's load balancing facilities.

The rate per Mcf for transportation of gas under this rate schedule shall be \$0.8708 per Mcf, which includes \$0.3808 for recovery of non-gas costs and \$0.4900 for recovery of purchased gas. (I)

V. SURCHARGE

The non-purchased gas cost Demand Charges and the non-purchased gas cost Commodity Charge for Sales Service and the non-purchased gas cost Commodity Charge for Transportation Service shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge.

VI. AMOUNTS TO BE INCLUDED IN OVER/UNDERCOLLECTION OF GAS COSTS

Purchased gas cost revenues billed under this rate schedule shall be included as revenues for recovery of gas costs for purposes of computing Factor "E" of Company's 1307(f) rate in accordance with procedures set forth in Rider "A" - Section 1307(f) Purchased Gas Costs.

VII. SPECIAL PROVISIONS

Monthly metered Special Provisions A through J contained in the Company's Rate Schedule for Transportation Service shall apply to transportation service under this rate schedule.

VIII. RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE LVIS

LARGE VOLUME INDUSTRIAL SERVICE

INDUSTRIAL CLASSIFICATION

An Industrial Customer is a customer using gas primarily in a process which grades or changes raw material or unfinished material into another form or product including establishments in mining and manufacturing. The nature of the customer's primary business or economic activity at the location served governs, irrespective of whether a particular load to a manufacturing or processing plant represents gas used for plant cafeteria or a heating load, with or without processing load, whether or not separately metered.

APPLICABILITY

Applicable in all areas served under this tariff.

(C)

AVAILABILITY OF SERVICE

I. MANDATORY SERVICE

Service under this rate schedule is available to, and is mandatory for, Industrial Customers, except customers receiving service pursuant to Rate Schedule LIS - Large Industrial Service that meet any of the following criteria:

- A. The total of the Company's actual deliveries of gas to the Industrial Customer, including not only volumes of gas purchased from the Company by such Industrial Customer but also volumes of Industrial Customer-owned gas transported by the Company to such Industrial Customer, measured in thousand cubic feet (Mcf), during the twelve billing months of the calendar year preceding the next-succeeding Application Period, as defined in this rate schedule, shall have been not less than 50,000 Mcf; or
- B. A proposed new Industrial Customer, not previously receiving any service from the Company, for which the Company and the Industrial Customer agree that the projected total volume of gas, including not only volumes of gas to be purchased from the Company by such Industrial Customer but also volumes of Industrial Customer-owned gas projected to be transported by the Company to such Industrial Customer, measured in thousand cubic feet (Mcf), will be not less than 50,000 Mcf during the succeeding twelve months; or

(C) Indicates Change

LVIS

Large Volume Industrial Service (Cont'd)

- C. An Industrial Customer, for which the Company estimates that the total volumes of gas purchased from the Company or transported by the Company during the next succeeding twelve months will be not less than 50,000 Mcf, if the Industrial Customer has used total volumes of gas in at least one billing month of not less than 4,167 Mcf, even if the Customer disagrees with the Company's estimate.
- D. An Industrial Customer for which the Company estimates that total volumes of gas to be used by the customer during the next succeeding twelve months will not be less than 50,000 Mcf of gas per year whether the gas is purchased by the Industrial Customer from the Company, delivered by the Company to the Industrial Customer, or obtained by the customer from another source.

An Industrial Customer that meets the above criteria under this rate schedule at the beginning of an Application Period is required to continue to be subject to this rate schedule during all months of such Application Period. An Industrial Customer that meets the above criteria under this rate schedule during an Application Period is required to continue to be subject to this rate schedule during all or remaining months of such Application Period.

MONTHLY RATE

Basic Service Charge
\$1,023.00 per Month

Distribution Charges
14.450¢ per 100 cubic feet

(D)

Gas Adjustment Charge			
2.036¢	per 100 cubic feet	Purchased Gas Cost Component	
		(Rider A)	
<u>0.007¢</u>	per 100 cubic feet	Merchant Function Charge	
		(Rider G)	
2.043¢	Per 100 cubic feet	Total Gas Adjustment Charge	

(D) Indicates Decrease

(I) Indicates Increase

LVIS
Large Volume Industrial Service (Cont'd)

Natural Gas Supply Charge				
54.410¢	per 100 cubic feet	Purchased Gas Cost Component	(D)	
		(Rider A)		
0.185¢	per 100 cubic feet	Merchant Function Charge	(D)	
		(Rider G)		
<u>1.149¢</u>	per 100 cubic feet	Gas Procurement		
		Charge (Rider H)		
55.744¢	per 100 cubic feet	Total Natural Gas Supply	(D)	
	Charge			

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge.

RULES AND REGULATIONS

The Rules and Regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

APPLICABLE PERIOD

The Application Period shall be the twelve months beginning March 1 of each year.

(D) Indicates Decrease

(I) Indicates Increase

LARGE VOLUME INDUSTRIAL SERVICE RIDER BDS
BUSINESS DEVELOPMENT SERVICE RIDER

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY OF SERVICE

This Rider is available to Industrial customers with regard to sales service under the Large Volume Industrial Service Rate Schedule. This Rider is not available with regard to service under Rate Schedule LVI-LBS.

TERM

To become effective on the first day of the next billing cycle following qualification and acceptance by the Company and to continue during the qualification period for five (5) years.

QUALIFICATIONS

1. Facility

The following shall be considered a "qualifying facility":

A. For new customers:

- (1) a newly-constructed facility; or
- (2) an existing facility that has been purchased, or leased, and has been vacant for at least six (6) months.

B. For existing customers:

- (1) any combination of new employment or investment which is equal to at least ten percent 10% of the existing customer's historical level of employment at the time of application. For purposes of this subsection, an investment in plant facilities of \$15,000 shall be considered equivalent to one new employee.

2. Gas Usage

A. New Customers

The gas consumed by an applicant, at a qualifying facility, shall be eligible for this rate, provided there is sufficient consumption to qualify for the Large Volume Industrial Service Rate Schedule.

B. Existing Customers

Incremental gas consumed by an applicant, at a qualifying facility, shall be eligible for this rate provided that the incremental load is greater than 12,000 Mcf per year and the total annual consumption is sufficient to qualify for the Large Volume Industrial Service Rate Schedule. To determine qualifying gas usage, the incremental load will be measured against the gas consumed by the applicant over the most recent twelve-month period preceding the date of application for which data are available.

3. Classification

Applicants who qualify for one of the following classifications, pursuant to the Standard Industrial Classification Manual (1972 edition, as amended) will be eligible for this rider:

Manufacturing Division - major groups 20 - 39

4. Application

Applications for the rate must be received by the Company at least ninety (90) days, but not more than eighteen (18) months, prior to start-up of the qualifying facility.

RATES

New Large Volume Industrial Service customers who qualify for service under this Rider will receive a reduction to the otherwise applicable commodity rate, as stated below, for all gas usage. Existing Large Volume Industrial Service customers who qualify for service under this Rider will receive a reduction to the otherwise applicable commodity rate, as stated below for the qualifying portion of gas usage as determined in Qualifications Section 2.B, above. Customer charges and penalties, if any, under the Large Volume Industrial Service Rate Schedule, are not subject to reduction.

A. Amount of the Reduction

For years one, two and three of the qualification period, there shall be a reduction of \$0.02 per 100 cubic feet of qualifying consumption under the Large Volume Industrial Service Rate Schedule.

For years four and five of the qualification period, there shall be a reduction of \$0.01 per 100 cubic feet of qualifying consumption under the Large Volume Industrial Service Rate Schedule.

OTHER PROVISIONS

Except as modified by the terms of this Rider, all provisions of the Large Volume Industrial Service Rate Schedule apply to service to the customer.

Rate Schedule LVI-LBS

LOAD BALANCING SERVICE
FOR LARGE VOLUME INDUSTRIAL CUSTOMERS

I. APPLICABILITY

Throughout the territory served under this tariff.

II. AVAILABILITY

Sales Service and Transportation Service under this rate schedule are available to Large Volume Industrial customers that execute an agreement for one or more twelve-month periods of service under this rate schedule for incremental load used in load balancing facilities, or where, in the judgment of the Company, existing load would be displaced by an alternate fuel or an alternate source of gas. For the purposes of this rate schedule, "incremental load" shall consist of the following:

- (1) Any volume of gas used at gas-consuming facilities constructed or installed after May 20, 1989, that will result in additional or expanded use of gas received from the Company; or
- (2) Any volume of gas used at existing gas-consuming facilities of Customer at which the Customer has not used gas taken from the Company for at least twelve (12) consecutive months.

For purposes of this rate schedule, "load balancing facilities" shall consist of any facilities of a Customer which use incremental load.

The Customer, in its sole discretion, must determine whether it will be more advantageous for the Customer to receive service for incremental load under this rate schedule or under the Large Volume Industrial Service rate schedule.

The Customer's load balancing facilities shall be constructed in a manner satisfactory to the Company so that the Company will be able to meter the volume of gas used by the Customer in the load balancing facilities separately from gas used by the Customer in other facilities.

The Customer's load balancing facilities must be served by a discrete gas service supply system beyond the Company's meter. During business hours, the Company shall have the right to inspect Customer's facilities to determine whether Customer's facilities, including Customer's gas service supply system and load balancing facilities, meet the requirements of this rate schedule.

In order to qualify for service under this rate schedule, Customers must execute an agreement for service under this rate schedule within one (1) year after either: (1) the date of the completion of the installation of new gas-consuming facilities; or (2) the date that the Customer begins taking gas from the Company at existing facilities of the Customer which have not used gas taken from the Company for at least twelve (12) consecutive months.

Service under this rate schedule shall not be subject to Rate Schedule BP - Service for customers with Bypass facilities.

(C) Indicates Change

(C)

III. NATURE OF SERVICE

Sales Service provided under this rate schedule shall be firm service up to the level of the Customer's Gas BDU level established below, subject to the curtailment priorities of Rule 26. Sales Service in excess of the Customer's Gas BDU level will be provided only to the extent that the Company determines, from time to time, that available gas supply and available system capacity are sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

Transportation Service provided under this rate schedule shall be firm Service up to the level of the Customer's Margin BDU level established below, subject to the curtailment priorities of Rule 26. Transportation Service in excess of the Customer's Margin BDU level will be provided only to the extent that the Company determines, from time to time, that available system capacity is sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

IV. MONTHLY BILL

The monthly bill, for sales service under this rate schedule, shall be the sum of the Demand Charges, as computed in Section A hereinafter, and the Commodity Charges for sales and for transportation service, as computed in Section B hereinafter.

A. DEMAND CHARGES

The monthly Demand Charges shall be the sum of (1) the product of multiplying the rate per Gas Billing Demand Unit (Gas BDU), determined as provided below, by the number of the Customer's Gas BDUs, determined as provided below, and (2) the product of multiplying the rate per Margin Billing Demand Unit (Margin BDU) determined as provided below, by the number of Margin BDUs, determined as provided below.

1. Gas Demand Charge
 - a. Determination of Rate Per Gas BDU

The rate per Gas BDU shall be determined as follows:

1. The purchased gas demand costs applicable to the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial classes, the "DC" shall be obtained under Rider "A" - Section 1307(f) Purchased Gas Costs.
2. The number 12 shall be multiplied by the sum of (a) the volume of gas (expressed in Mcf) purchased from the Company by all Residential,

Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial customers, during the Company Peak Sales Month defined in Rate Schedule CPA-LBS and (b) the volume of service (expressed in Mcf) to all customers under the "Monthly Volume" provisions of Rate Schedule SB, during the Company Peak Sales Month defined in Rate Schedule CPA-LBS.

3. The amount determined in Item 1 above shall be divided by the amount determined in Item 2 above to determine the amount included in the rate for recovery of purchased gas costs.
4. The rate per Gas BDU shall be the amount for purchased gas demand costs (Item 3).

The current rate per Gas BDU is as follows:

Purchased Gas Demand Cost	\$1.0666/BDU	(D)
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Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made, under Items 1, 2 and 3, above, of the component to be included in the rate for purchased gas demand costs and the rate per Gas BDU shall be changed accordingly.

b. Determination of Customer's Gas BDUs

The Customer's Gas BDUs shall be determined as follows: The actual volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered qualifying load balancing facilities during such Customer's Peak billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered qualifying load balancing facilities that ended during on of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Gas BDUs applicable to Customer shall be zero (0).

(D) Indicates Decrease

(I) Indicates Increase

2. Margin Demand Charge

- a. The rate per Margin BDU shall be \$0.3182 per Margin BDU.
- b. Determination of Customer's Margin BDUs

The Customer's Margin BDUs shall be determined as follows: The actual deliveries of gas to the Customer by Company, including not only volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities but also volumes of Customer-owned gas transported to the Customer's load balancing facilities through the Company's facilities, during such Customer's Peak billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Margin BDUs applicable to Customer shall be zero (0).

B. COMMODITY CHARGES FOR SALES AND FOR TRANSPORTATION SERVICE

1. Commodity Charge for Sales Service

The monthly Commodity Charge for Sales Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas sold to the Customer by the Company during the applicable billing cycle.

The rate per Mcf shall be determined as follows and shall be \$4.0394 per (I) Mcf, subject to revision as provided below:

The current components of the rate are as follows:

Purchased Gas Commodity		
Costs, set forth in Rider "A"	\$3.7921/Mcf	(D)
Non Gas Costs	\$0.2473/Mcf	

a. Determination of Rate per Mcf

The rate per Mcf shall be the sum of:

- 1. The net amount per Mcf for recovery of the commodity component of purchased gas costs and for recovery or refund of "E" factor amounts, the "PGCC", as determined in Rider "A" - Section 1307(f) Purchased Gas Costs of this tariff; plus

D) Indicates Decrease

(I) Indicates Increase

2. The amount of \$0.2473 per Mcf for recovery of non-gas costs.

Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made of the commodity component of purchased gas costs (Item 1, above) and the rate per Mcf shall be changed accordingly. The component included in the rate for recovery of non-gas costs shall remain constant until changed in accordance with a procedure, other than a proceeding pursuant to Section 1307(f) of the Public Utility Code, 66 Pa.C.S. Section 1307(f).

2. Commodity Charge for Transportation Service

The monthly Commodity Charge for Transportation Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas transported by the Company to the Customer's load balancing facilities.

The rate per Mcf for transportation of gas under this rate schedule shall be \$0.7373 per Mcf, which includes \$0.2473 for recovery of non-gas costs and \$0.4900 for recovery of purchased gas. (I)

V. SURCHARGE

The non-purchased gas cost Demand Charges and the non-purchased gas cost Commodity Charge for Sales Service and the non-purchased gas cost Commodity Charge for Transportation Service shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

VI. AMOUNTS TO BE INCLUDED IN OVER/UNDERCOLLECTION OF GAS COSTS

Purchased gas cost revenues billed under this rate schedule shall be included as revenues for recovery of gas costs for purposes of computing Factor "E" of Company's 1307(f) rate in accordance with procedures set forth in Rider "A" - Section 1307(f) Purchased Gas Costs.

VII. SPECIAL PROVISIONS

Monthly metered Special Provisions A through J contained in the Company's Rate Schedule for Transportation Service shall apply to transportation service under this rate schedule.

VIII. RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE LIS

LARGE INDUSTRIAL SERVICE

INDUSTRIAL CLASSIFICATION

An Industrial Customer is a customer using gas primarily in a process which grades or changes raw material or unfinished material into another form or product including establishments in mining and manufacturing. The nature of the customer's primary business or economic activity at the location served governs, irrespective of whether a particular load to a manufacturing or processing plant represents gas used for plant cafeteria or a heating load, with or without processing load, whether or not separately metered.

APPLICABILITY

Applicable in all areas served under this tariff.

(C)

AVAILABILITY OF SERVICE

I. MANDATORY SERVICE

Service under this rate schedule is available to, and is mandatory for, Industrial Customers that meet any of the following criteria:

- A. The total of the Company's actual deliveries of gas to the Industrial Customer, including not only volumes of gas purchased from the Company by such Industrial Customer but also volumes of Customer-owned gas transported by the Company to such Industrial Customer, measured in thousand cubic feet (Mcf), during the twelve billing months of the calendar year preceding the next-succeeding Application Period, as defined in this rate schedule, shall have been not less than 200,000 Mcf; or
- B. A proposed new Industrial Customer, not previously receiving any service from the Company, for which the Company and the Industrial Customer agree that the projected total volume of gas, including not only volumes of gas to be purchased from the Company by such Industrial Customer but also volumes of Customer-owned gas projected to be transported by the Company to such Industrial Customer, measured in thousand cubic feet (Mcf), will be not less than 200,000 Mcf during the succeeding twelve months; or

(C) Indicates Change

LIS

Large Industrial Service (Cont'd)

- C. An Industrial Customer, for which the Company estimates that the total volumes of gas purchased from the Company or transported by the Company during the next succeeding twelve months will be not less than 200,000 Mcf, if the Industrial Customer has used total volumes of gas in at least one billing month of not less than 17,000 Mcf, even if the Customer disagrees with the Company's estimate.

An Industrial Customer that meets the above criteria under this rate schedule at the beginning of an Application Period is required to continue to be subject to this rate schedule during all months of such Application Period. An Industrial Customer that meets the above criteria under this rate schedule during an Application Period is required to continue to be subject to this rate schedule during all or remaining months of such Application Period.

MONTHLY RATE

Basic Service Charge
\$1,165.00 per Month

Distribution Charges
10.200¢ per 100 cubic feet

(D)

Gas Adjustment Charge		
2.036¢ per 100 cubic feet		Purchased Gas Cost Component (Rider A)
<u>0.007¢</u> per 100 cubic feet		Merchant Function Charge (Rider G)
2.043¢ per 100 cubic feet		Total Gas Adjustment Charge

(D) Indicates Decrease

(I) Indicates Increase

LIS
Large Industrial Service (Cont'd)

Natural Gas Supply Charge			
54.410¢ per 100 cubic feet	Purchased Gas Cost Component		(D)
	(Rider A)		
0.185¢ per 100 cubic feet	Merchant Function Charge		(D)
	(Rider G)		
<u>1.149¢</u> per 100 cubic feet	Gas Procurement Charge (Rider H)		
55.744¢ per 100 cubic feet	Total Natural Gas Supply Charge		(D)

The Natural Gas Supply Charge shall include a Merchant Function Charge (Rider G) to recover uncollectible costs associated with purchase gas costs of 0.3398% and the Gas Procurement Charge (Rider H) to recover costs of procuring natural gas pursuant to 52 Pa. Code §62.223.

The above non-purchased gas cost rates shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge.

GAS SHORTAGE CURTAILMENT

Service under this schedule to an LIS Industrial Customer is subject to curtailment and excess consumption penalty as set forth in Rule 26 of this tariff.

RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

Rate Schedule LI-LBS

LOAD BALANCING SERVICE
FOR LARGE INDUSTRIAL CUSTOMERS

I. APPLICABILITY

Throughout the territory served under this tariff.

II. AVAILABILITY

Sales Service and Transportation Service under this rate schedule are available to Large Industrial customers that execute an agreement for one or more twelve-month periods of service under this rate schedule for incremental load used in load balancing facilities, or where, in the judgment of the Company, existing load would be displaced by an alternate fuel or an alternate source of gas. For the purposes of this rate schedule, "incremental load" shall consist of the following:

- (1) Any volume of gas used at gas-consuming facilities constructed or installed after May 20, 1989, that will result in additional or expanded use of gas received from the Company; or
- (2) Any volume of gas used at existing gas-consuming facilities of Customer at which the Customer has not used gas taken from the Company for at least twelve (12) consecutive months.

For the purposes of this rate schedule, "load balancing facilities" shall consist of any facilities of a Customer which use incremental load.

The Customer, in its sole discretion, must determine whether it will be more advantageous for the Customer to receive service for incremental load under this rate schedule or under the Large Industrial Service rate schedule.

The Customer's load balancing facilities shall be constructed in a manner satisfactory to the Company so that the Company will be able to meter the volume of gas used by the Customer in the load balancing facilities separately from gas used by the Customer in other facilities.

The Customer's load balancing facilities must be served by a discrete gas service supply system beyond the Company's meter. During business hours, the Company shall have the right to inspect Customer's facilities to determine whether Customer's facilities, including Customer's gas service supply system and load balancing facilities, meet the requirements of this rate schedule.

In order to qualify for service under this rate schedule, Customers must execute an agreement for service under this rate schedule within one (1) year after either: (1) the date of the completion of the installation of new gas-consuming facilities; or (2) the date that the Customer begins taking gas from the Company at existing facilities of the Customer which have not used gas taken from the Company for at least twelve (12) consecutive months.

Service under this Rate Schedule shall not be subject to Rate Schedule BP - service for customers with bypass facilities.

(C) Indicates Change

(C)

III. NATURE OF SERVICE

Sales Service provided under this rate schedule shall be firm service up to the level of the Customer's Gas BDU level established below, subject to the curtailment priorities of Rule 26. Sales Service in excess of the Customer's Gas BDU level will be provided only to the extent that the Company determines, from time to time, that available gas supply and available system capacity are sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

Transportation Service provided under this rate schedule shall be firm Service up to the level of the Customer's Margin BDU level established below, subject to the curtailment priorities of Rule 26. Transportation Service in excess of the Customer's Margin BDU level will be provided only to the extent that the Company determines, from time to time, that available gas system capacity is sufficient to provide the level of service desired by the Customer without affecting adversely the reliability of service to the Company's existing customers receiving firm service.

IV. MONTHLY BILL

The monthly bill, for sales service under this rate schedule, shall be the sum of the Demand Charges, as computed in Section A hereinafter, and the Commodity Charges for sales and for transportation service, as computed in Section B hereinafter.

A. DEMAND CHARGES

The monthly Demand Charges shall be the sum of (1) the product of multiplying the rate per Gas Billing Demand Unit (Gas BDU), determined as provided below, by the number of the Customer's Gas BDUs, determined as provided below, and (2) the product of multiplying the rate per Margin Billing Demand Unit (Margin BDU) determined as provided below, by the number of Margin BDUs, determined as provided below.

1. Gas Demand Charge
 - a. Determination of Rate Per Gas BDU

The rate per Gas BDU shall be determined as follows:

1. The purchased gas demand costs applicable to the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial classes, the "DC", shall be obtained under Rider "A" - Section 1307(f) Purchased Gas Costs.
2. The number 12 shall be multiplied by the sum of (a) the volume of gas (expressed in Mcf) purchased from the Company by all Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial customers, during the Company Peak Sales Month defined in Rate Schedule CPA

LBS and (b) volume of service (expressed in Mcf) to all customers under the "Monthly Volume" provisions of Rate Schedule SB, during the Company Peak Sales Month defined in Rate Schedule CPA-LBS.

3. The amount determined in Item 1 above shall be divided by the amount determined in Item 2 above to determine the amount included in the rate for recovery of purchased gas costs.
4. The rate per Gas BDU shall be the amount for purchased gas demand costs (Item 3).

The current rate per Gas BDU is as follows:

Purchased Gas Demand Cost	\$1.0666/BDU	(D)
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Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made, under Items 1, 2 and 3, above, of the component to be included in the rate for purchased gas demand costs and the rate per Gas BDU shall be changed accordingly.

b. Determination of Customer's Gas BDUs

The Customer's Gas BDUs shall be determined as follows: The actual volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities during such Customer's Peak billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Gas BDUs applicable to Customer shall be zero (0).

(D) Indicates Decrease

(I) Indicates Increase

2. Margin Demand Charge

- a. The rate per Margin BDU shall be \$0.2517 per Margin BDU.
- b. Determination of Customer's Margin BDUs

The Customer's Margin BDUs shall be determined as follows: The actual deliveries of gas to the Customer by Company, including not only volumes of gas purchased by the Customer from the Company and used by the Customer in the separately-metered load balancing facilities but also volumes of Customer-owned gas transported to the Customer's load balancing facilities through the Company's facilities, during such Customer's Peak billing Cycle, as defined hereinafter, shall be multiplied by a fraction. The numerator shall be the number 30. The denominator shall be the number of days of service for which such Customer was billed in such Customer's Peak Billing Cycle.

The Customer's Peak Billing Cycle shall be the single billing cycle of maximum delivery to the Customer's separately-metered load balancing facilities that ended during one of the months of December, January, February and March during the period beginning with the most recently-completed billing cycle ended in December and ending with the current billing cycle.

If the customer used no gas under this rate schedule during the most recently concluded billing cycles ended in December, January, February or March, then the level of Margin BDUs applicable to Customer shall be zero (0).

B. COMMODITY CHARGES FOR SALES AND FOR TRANSPORTATION SERVICE

1. Commodity Charge for Sales Service

The monthly Commodity Charge for Sales Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas sold to the Customer by the Company during the applicable billing cycle.

The rate per Mcf shall be determined as follows and shall be \$3.9845 per (D) Mcf, subject to revision as provided below:

The current components of the rate are as follows:

Purchased Gas Commodity		
Costs, set forth in Rider "A"	\$3.7921/Mcf	(D)
Non Gas Costs	\$0.1924/Mcf	

- a. Determination of Rate per Mcf

The rate per Mcf shall be the sum of:

(D) Indicates Decrease

(I) Indicates Increase

1. The net amount per Mcf for recovery of the commodity component of purchased gas costs and for recovery or refund of "E" factor amounts, the "PGCC", as determined in Rider "A" - Section 1307(f) Purchased Gas Costs of this tariff; plus

2. The amount of \$.1924 per Mcf for recovery of non-gas costs.

Each time there is a change in the provision for recovery of purchased gas costs pursuant to Rider "A" of this tariff, a recomputation shall be made of the commodity component of purchased gas costs (Item 1, above) and the rate per Mcf shall be changed accordingly. The component included in the rate for recovery of non-gas costs shall remain constant until changed in accordance with a procedure, other than a proceeding pursuant to Section 1307(f) of the Public Utility Code, 66 Pa.C.S. Section 1307(f).

2. Commodity Charge for Transportation Service

The monthly Commodity Charge for Transportation Service shall be the product of multiplying the rate per Mcf, determined as provided below, by the volume of gas transported by the Company to the Customer's load balancing facilities.

The rate per Mcf for transportation of gas under this rate schedule shall be \$0.6824 per Mcf, which includes \$0.1924 for recovery of non-gas costs and \$0.4900 for recovery of purchased gas. (I)

V. SURCHARGE

The non-purchased gas cost Demand Charges and the non-purchased gas cost Commodity Charge for Sales Service and the non-purchased gas cost Commodity Charge for Transportation Service shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

VI. AMOUNTS TO BE INCLUDED IN OVER/UNDERCOLLECTION OF GAS COSTS

Purchased gas cost revenues billed under this rate schedule shall be included as revenues for recovery of gas costs for purposes of computing Factor "E" of Company's 1307(f) rate in accordance with procedures set forth in Rider "A" - Section 1307(f) Purchased Gas Costs.

VII. SPECIAL PROVISIONS

Monthly metered Special Provisions A through J contained in the Company's Rate Schedule for Transportation Service shall apply to transportation service under this rate schedule.

VIII. RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE - NGV

NATURAL GAS VEHICLE SERVICE

I. APPLICABILITY

Throughout the territory served under this tariff.

II. AVAILABILITY

Sales Service under this rate schedule is available for use of natural gas by a customer directly in a natural gas motor vehicle ("NGV").

III. NATURE OF SERVICE

Service provided in this rate schedule shall be firm service subject to the curtailment priorities of Rule 26. For curtailment purposes, service under this rate schedule shall be defined as curtailment priority number (6), firm large noncritical commercial and industrial requirements other than requirement for boiler fuel use.

IV. RATE

Rates per 100 cu. Ft. shall be established by the Company on the first day of each calendar month for each of the categories set forth below to compete with alternative vehicle fuels. The rates shall not be less than the 100% load factor base cost of gas, plus the take-or-pay surcharge, plus the surcharge for Transition Cost, plus the incremental operating cost incurred by the Company for operating Company owned NGV compression equipment on a per Ccf basis, if any, plus \$0.01 per cu. ft., plus the state tax adjustment surcharge, and not more than the tailblock rate of the Commercial and Public Authority Service Rate Schedule, including all applicable surcharges, plus the incremental operating cost incurred by the Company for operating Company owned NGV compression equipment on a per Ccf basis, if any.

The 100% load factor base cost of gas shall be \$0.48587 per 100 cu. ft. (D)
(as calculated by adding the purchase gas components of the Load Balancing Service Rates).

Purchased Gas 100% Load Factor Demand Cost	\$0.10666/Ccf	(D)
plus Purchased Gas Commodity Cost	<u>\$0.37921/Ccf</u>	(D)
Equals 100% Load Factor Base Cost of Gas	\$0.48587/Ccf	(D)

The incremental operating cost for compression shall be \$0.13436/Ccf.

(D) Indicates Decrease

(I) Indicates Increase

Natural gas vehicle customers are classified into the following categories:

NGV(1) All natural gas vehicle customers utilizing Company owned filling facilities. A uniform rate shall be established each month within the parameters set forth above, for customers utilizing Company-owned filling facilities.

The minimum NGV(1) rate shall be: \$0.62916/Ccf (D)

The current components of the minimum NGV(1) rate are as follows:

100% load factor base cost of gas:	\$0.48587/Ccf	(D)
Incremental operating cost of Company owned NGV compression equipment:	\$0.13436/Ccf	
Transition Cost Surcharge	\$0.00000/Ccf	
State Tax Adjustment Surcharge	\$(0.00107)/Ccf	(I)
Minimum allowable Non-Gas cost	\$0.01000/Ccf	

The maximum NGV(1) rate shall be: \$0.91896/Ccf (D)

The current components of the maximum NGV(1) rate are as follows:

Tailblock rate of the Commercial and Public Authority Service Rate schedule:	\$0.78616/Ccf	(D)
Incremental operating cost of Company owned NGV compression equipment:	\$0.13436/Ccf	
State Tax Adjustment Surcharge	\$(0.00156)/Ccf	(D)

NGV(2) Natural gas vehicle customers utilizing customer owned filling facilities. A uniform rate will be established each month within the parameters set forth above, to customers utilizing customer owned filling facilities.

The minimum NGV(2) rate shall be: \$0.49503/Ccf (D)

The current components of the minimum NGV(2) rate are as follows:

100% load factor base cost of gas:	\$0.48587/Ccf	(D)
Transition Cost Surcharge	\$0.00000/Ccf	
State Tax Adjustment Surcharge	\$(0.00084)/Ccf	(D)
Minimum allowable Non-Gas cost	\$0.01000/Ccf	

The maximum NGV(2) rate shall be: \$0.78482/Ccf (D)

(D) Indicates Decrease

(I) Indicates Increase

The current components of the maximum NGV(2) rate are as follows:

Tailblock rate of the Commercial and Public Authority		(D)
Service Rate schedule:	\$0.78616/Ccf	
State Tax Adjustment Surcharge	\$(0.00134)/Ccf	(I)

V. SURCHARGE

All non-purchased gas cost charges under this rate schedule will be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge as set forth in this tariff.

VI. AMOUNTS TO BE INCLUDED IN OVER/UNDERCOLLECTION OF GAS COSTS

Purchased gas cost revenues billed under this rate schedule shall be included as revenues for recovery of gas costs for purposes of computing Factor "E" of Company's 1307(f) rate in accordance with procedures set forth in Rider "A" - section 1307(f) Purchased Gas Costs. Purchased gas cost revenues recovered under this rate schedule shall be the 100% load factor base cost of gas as defined above.

VII. RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, the supply of gas service under this rate schedule.

(D) Indicates Decrease

(I) Indicates Increase

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 67 to
Gas - Pa. P.U.C. No. 9
First Revised Page No. 84A
Canceling Original Page No. 84A

RESERVED FOR FUTURE USE

RATE SCHEDULE BP

SERVICE FOR CUSTOMERS
WITH BYPASS FACILITIES

PURPOSE

Bypass customers are required to make reasonable payments toward the recovery by the Company of its fixed costs of service in relation to their use of the Company's system during winter periods. Bypass customers are required to pay over a one-year period approximately the same amount that typical non-bypass customers using the same level of winter service would pay. These bypass customers are required to make these payments so that they pay their fair share of system costs in relationship to their usage, and so that other non-bypass customers are not burdened.

This rate schedule requires also that bypass customers operate in a manner that will not jeopardize service to other customers.

APPLICABILITY

Throughout the territory served under this tariff.

Service under this rate schedule is available to all customers served under Commercial and Public Authority ("C-PA") Service Rate Schedule, Small Volume Industrial Service ("SVIS") Rate Schedule, Intermediate Volume Industrial Service ("IVIS") Rate Schedule, Rate Schedule LVIS or Rate Schedule LIS that have installed facilities which would enable the Customer to receive volumes of gas purchased from or transported by an entity other than the Company, without using the Company's distribution system ("Bypass Facilities"); provided, however, that this Rate Schedule shall not apply to "Self-Help" gas.

"Self-Help" gas refers to gas produced by the customer from gas reserves and wells owned by the customer on a tract of land owned by the customer that is contiguous to the tract of land on which the customer's manufacturing plant is located.

SERVICE AGREEMENT

The Customer must execute a service agreement for one or more twelve-month contract terms terminating at the completion of the last billing cycle ending in November of each year. The Service Agreement shall specify the level of system service, during thirty-day periods, that the customer desires to have available on the Company's distribution system. Such level of service shall be specified in the form of a volume of gas, expressed in Mcf, that the Customer wishes to be able to have the right to purchase from the Company or transport through the Company's facilities during thirty-day periods. Such volume shall be subject to adjustment as explained in the Special Provisions section of this rate schedule.

METERING AND FLOW CONTROL EQUIPMENT

The Company may install at the premises of any customer under this rate schedule an automated meter reading device (AMD) and communications device, at customers expense, which will enable the Company to monitor and record each Bypass Customer's daily usage. In addition, if changes in levels of usage of gas from the Company by any Customer under this rate schedule would have the potential to adversely affect service to others customers, the Company may install flow control devices, at customers expense, to restrict the daily flow of gas to the Customer to approximately one-thirtieth (1/30) of the monthly Bypass nomination.

NATURE OF SERVICE

A nomination under this rate schedule shall permit the customer to use the Company's facilities on a firm basis subject to curtailment priorities of Rule 26 of this Tariff. The gas may be either customer-owned gas or Company-owned gas. If the gas is customer-owned, the customer must have contracted with the Company for transportation service under the rate schedule for Transportation Service. If the gas is Company-owned, the customer must have contracted with the Company for standby service under Rate Schedule SB. If the customer is categorized as a residential or firm critical commercial essential human needs customer, then the customer must contract with the Company under rate schedule PSB.

MONTHLY BILLS

The procedures set forth below require bypass customers to pay over a twelve-month period revenues for recovery of non-gas costs of service approximately equal to amounts paid by average non-bypass customers with similar peak month winter usage. The procedures below require a bypass customer to pay over a twelve-month period based on its peak winter monthly usage multiplied by an average monthly load factor for non-bypass customers. The applicable rate is applied to the resulting volume. The procedures also reduce volumes subject to this rate schedule to credit a bypass customer for actual throughput to which the Company's sales or transportation service rates are applied.

RATE

Customers under this rate schedule shall be subject to the applicable rate listed below to be applied to the Billing Volume, as defined below.

<u>For customers receiving service under</u>	<u>Bypass rate</u>	
Commercial/Public Authority Rate Schedule	\$1.3286 per Mcf	(I)
Rate Schedule SVIS	\$1.0440 per Mcf	(I)
Rate Schedule IVIS	\$1.0471 per Mcf	(I)
Rate Schedule LVIS	\$0.7559 per Mcf	(I)
Rate Schedule LIS	\$0.2664 per Mcf	(I)

(I) Indicates Increase

MONTHLY VOLUME

The Monthly Volume shall be the volume of gas specified in the Service Agreement under this rate schedule or as adjusted under the Special Provisions section of this rate schedule, as adjusted for the number of days in the billing cycle. In order to adjust the volume of gas specified in the Service Agreement under this rate schedule or as adjusted under the Special Provisions section of this rate schedule for the number of days in a billing cycle, such volume of gas shall be multiplied by a fraction. The numerator of the fraction shall be the number of days in the billing cycle and the denominator shall be thirty (30).

APPLICATION TERM

In this rate schedule, the phrase "Application Term" shall be each twelve-month period terminating at the completion of the last billing cycle ending in November of each year.

BILLING VOLUME

For each billing month, if the volume of gas delivered to the customer from the Company, including both gas purchased by the customer from the Company and gas transported by the Company exceeded 50.00 percent of the Monthly Volume, as adjusted in the manner explained above for the number of days in the billing cycle, then the Billing Volume for service under this rate schedule shall be zero (0) Mcf.

For each billing cycle, if the volume of gas delivered to the customer by the Company, including both gas purchased by the customer from the Company and gas transported by the Company, was less than 50.00 percent of the Monthly Volume, as adjusted in the manner explained above for the number of days in the billing cycle and if the volume determined under item 1, below, is greater than or equal to the volume determined under item 2, below, then the Billing Volume for service under this Rate Schedule shall be zero (0) Mcf.

For each billing month, if the volume of gas delivered to the customer by the Company, including both gas purchased by the customer from the Company and gas transported by the Company, was less than 50.00 percent of the Monthly Volume, as adjusted in the manner explained above for the number of days in the billing cycle and if the volume determined under item 1, below, is less than the volume determined under item 2, below, then the Billing Volume for service under this rate schedule shall be the difference between the volume determined under item 1, below, and the volume determined under item 2, below.

1. The total volume of gas delivered to the customer by the Company, including both Company-owned gas sold to the customer and customer-owned gas transported by the Company, during the period commencing at the beginning of the current Application Term through the completion of the billing cycle for which the Billing Volume is being determined

BILLING VOLUME(Cont'd)

shall be added to the total Mcf volume billed to the customer under this rate schedule for service during the period commencing at the beginning of the current Application Term through the completion of the billing cycle immediately prior to the billing cycle for which the Billing Volume is being determined.

2. a. The Monthly Volume shall be multiplied by a fraction. The numerator of the fraction shall be 365 and the denominator shall be 30.
- b. The product of item 2.a. shall be multiplied by 50.00 percent.
- c. For each billing cycle during the Application Term, the product of item 2.b., above, shall be multiplied by a fraction. The numerator of the fraction shall be the number of billing cycles during the Application Term that have completed (including the billing cycle for which the Billing Volume is being determined) and the denominator shall be twelve (12).

SPECIAL CREDIT

If the sum of: (1) the total Mcf volume of gas delivered to the Customer by the Company, including both volumes of Company-owned gas sold to the Customer and Customer-owned gas transported by the Company, during an Application Term and (2) the Mcf volume of service under this rate schedule during such Application Term, exceeds the applicable volume determined below, then the Customer shall receive a credit. Such credit will be equal to the applicable rate for service under this rate schedule multiplied by the lesser of:

1. The Mcf volume of service to the Customer under this rate schedule during the Application Term or
2. The difference between:
 - a. the sum of: (1) the total Mcf volume of gas delivered to the Customer by the Company, including both volumes of Company-owned gas sold to the Customer and Customer-owned gas transported by the Company, during the Application Term and (2) the Mcf volume of service under this rate schedule during such Application Term and
 - b. the applicable volume computed as set forth below.

For Customers under this rate schedule, the applicable volume, for each Application Term shall be determined under items 1 and 2, below:

1. The volume of gas specified in the Service Agreement under this rate schedule or as adjusted under the Special Provisions section of this

SPECIAL CREDIT (Cont'd)

rate schedule as in effect at the end of the Application Term shall be multiplied by a fraction. The numerator of the fraction shall be 365 and the denominator shall be 30.

2. The product of item 1, above, shall be multiplied by the factor of 0.5000.

ANNUAL MAXIMUM BILL

The Annual Maximum Bill for recovery of non-gas costs of service applies to any customer which provides to the Company accurate and verifiable information concerning the volume of gas taken by the Customer through bypass facilities during a twelve-month Application Term. The Annual Maximum Bill for recovery of non-gas costs of service shall be the sum of: (1) the sum of all basic service charges and administrative rates applicable for service during the Application Term and (2) the product of Distribution's rate for transportation of Pennsylvania gas applicable to the customer multiplied times the total volume of gas used by the bypass customer, including both the volume of gas actually taken from the Company and the volume of bypass gas taken during the Application Term under Rate Schedule BP.

The Annual Bill shall apply only to the portion of rates for recovery of non-gas costs of service and shall not affect the portion of rates for sales of gas by the Company or rates under Rate Schedule SB (for Standby Service) or rates under Rate Schedule PSB (for Priority Standby Service) for recovery of purchased gas costs under Rider A of this tariff.

BILLING

The Company shall include the bill for service under this rate schedule together with the bill for service under all other rate schedules. For each billing cycle, payment for service under this rate schedule shall become due simultaneously with the payment for service under all other rate schedules.

SPECIAL PROVISIONS

1. If the sum of purchases by a Customer from the Company and transportation deliveries by the Company to a Customer, during any billing cycle that ends in any December, January, February or March, exceeds the level of service, expressed in Mcf, set forth in the Service Agreement, as adjusted for the number of days in such billing cycle, then the level of service that is

SPECIAL PROVISIONS (Cont'd)

set forth in the Service Agreement shall be adjusted to equal the volume of gas actually purchased from, and transported by, the Company during such billing cycle adjusted to a 30 day billing cycle by multiplying such volume by a fraction. The numerator of the fraction shall be thirty (30) and the denominator shall be the number of days in the billing cycle.

If the level of service specified in the Service Agreement is adjusted under this Special Provision, then the Service Agreement shall continue to be effective and the Service Agreement shall be interpreted to specify the level of service as adjusted under this Special Provision, unless such volume of gas and term of the Service Agreement are further adjusted in accordance with this Special Provision. Such level of service, as adjusted under this Special Provision, shall continue to be effective for the remainder of the Service Agreement.

2. If a Customer served under the Commercial/Public Authority Rate Schedule, Rate Schedule SVIS, Rate Schedule IVIS, Rate Schedule LVIS or Rate Schedule LIS, that has Bypass Facilities installed, declines to enter into a Service Agreement for service under this rate schedule but either purchases gas from the Company or transports gas through the Company's facilities, such purchase of gas from the Company or transportation of gas by the Company shall be deemed to be the execution by the Customer of a Service Agreement under this rate schedule with a term of one Application Term and the level of service under such Service Agreement shall be the volume of gas purchased or transported for the Customer from the Company during such billing cycle, adjusted to a 30 day billing cycle. In order to adjust the level of service to a 30 day billing cycle the volume of gas actually purchased from and transported by the Company during such billing cycle shall be multiplied by a fraction. The numerator of the fraction shall be thirty (30) and the denominator shall be the number of days in the billing cycle.

MAXIMUM SAFE OPERATING VOLUME

If substantial changes by the Customer in levels of usage of gas from the Company may adversely affect service to other customers and if the Company has not installed flow control devices at the Customer's premises, the Company may establish for that Customer a Maximum Safe Operating Volume ("MSOV"). The MSOV will be the maximum daily volume that the customer can take from the Company without jeopardizing service to other customers. The MSOV will be based upon an engineering study to be performed by the Company of the Company's facilities, the Customer's actual and potential load characteristics, other customers and their respective loads and the sources of supply in the vicinity of the Customer. Upon completion of the engineering study and determination of the applicable MSOV, the Company will inform the Customer of the MSOV applicable to it. Thereafter, the Customer may not use more than the MSOV of gas from the Company during any day without giving the Company at least one complete business days notice of its increased level of usage of gas from the Company. If the Customer uses in any day more than the applicable MSOV, the Customer shall pay to the Company, in addition to all other applicable charges, a penalty of \$25 per Mcf of gas taken from the Company in excess of the MSOV.

DAY

As used in this Rate Schedule, the word "day" shall mean a consecutive twenty four hour period commencing at 10:00 a.m. on each calendar day.

(C)

LIMITATION OF SERVICE

For any commercial, public authority, SVIS, IVIS, LVIS or LIS Customer that has installed Bypass Facilities, the Company maintains no duty to allow the Customer either to purchase gas from the Company or to transport gas through the Company's facilities in excess of the level of service, expressed in Mcf in the Service Agreement under this rate schedule, as adjusted in the manner set forth hereinabove under this rate schedule.

(C) Indicates Change

CONTRACT TERM

The initial term of the Service Agreement shall be for at least one Application Term. After the initial Application or any renewal thereof, the Service Agreement shall be renewed automatically for successive one-year Application Terms thereafter unless the Customer or the Company terminates the Service Agreement by written notice thereof to the other more than sixty (60) days prior to the end of a term. If the Service Agreement is renewed automatically pursuant to the provisions of this paragraph, then the volume of gas specified in the renewed Service Agreement shall be established at the volumetric level in effect, as adjusted in accordance with Special Provision 1 or 2 of this rate schedule, immediately prior to the effective date of the renewed Service Agreement. The Company may terminate a Service Agreement at an earlier date as provided by law or by any provision of this tariff.

In addition, a Service Agreement may be terminated at the request of a Customer for a new Service Agreement specifying a greater level of service, and such request will be honored by the Company, subject to the availability of sufficient capacity for such service in those portions of the Company's system so affected. A Customer may also request, upon sixty (60) days written notice to the Company prior to the end of a contract term, a new Service Agreement specifying a reduced level of service, and such request will be honored by the Company; provided that the requested reduced level of service is not less than the level of service, if any, for the Customer under Rate Schedule SB or Rate Schedule PSB.

Irrespective of the foregoing, any request by a Customer, for a reduction in the level of service under this rate schedule or for termination of service under this rate schedule effective at the end of any contract term, shall be deemed to have been denied and of no effect if, after such request, the term of the Service Agreement is continued under the Special Provisions of this rate schedule.

RULES AND REGULATIONS

The rules and regulations set forth in this tariff shall govern, where applicable, service under this rate schedule.

RATE SCHEDULE PSB

PRIORITY STANDBY SERVICE

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY OF SERVICE

Service under this rate schedule is available to all customers under the Residential, Commercial and Public Authority, and SVIS Rate Schedules which enter into a contract for service under this Rate Schedule. A customer will be permitted to enter into a contract, prepared by the Company, for service under this rate schedule, however, only if the Company projects that sufficient volumes of gas will be available to the Company during the period of the customer's contract for Priority Standby Service.

Service under this rate schedule is mandatory for all customers categorized as Priority 1 under the curtailment priorities of Rule 26 who enter into contracts with the Company to receive Transportation Service and who do not have dual or alternate fuel equipment on site which is installed and operable with sufficient amounts of alternate fuel available on site during each winter period of each year commencing on December 1 and ending on March 31 of the following year. Service under this rate schedule is voluntary for all other customers.

NATURE OF SERVICE

Priority standby service shall permit the customer to purchase gas on a firm basis subject to curtailment priorities of Rule 26. The Company will take all reasonable steps to obtain or to maintain gas supplies sufficient to enable the Company to provide reasonably continuous service to each Customer receiving Priority Standby Service.

MONTHLY RATE

The monthly rate shall be \$1.2597 per Mcf, which shall be applied to the total monthly volumes transported by the customer during the month. (I)

The rate shall equal the PGDC portion of the commodity rate applicable to the corresponding sales rate classification.

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE SB
STANDBY SERVICE

APPLICABILITY

Throughout the territory served under this tariff.

AVAILABILITY OF SERVICE

Service under this rate schedule is available to all customers under the Residential, Commercial & Public Authority, SVIS, IVIS, LVIS, and LIS Rate Schedules that meet the following criteria:

1. The customer has executed a service agreement for a term of at least one year. The Service Agreement shall specify the level of service during thirty-day periods that the customer desires to be able to purchase from the Company. Such level of service shall be specified in the form of a volume of gas, expressed in Mcf, that the Customer wishes to be able to purchase from the Company during thirty-day periods. Such volumes shall be subject to adjustment as explained in the Adjustment section of this rate schedule.

2. The customer either (a) receives volumes of gas transported by the Company or (b) is an LVIS or LIS Customer and has facilities which enable the customer to obtain volumes of gas without using the Company's distribution system ("Bypass Facilities"); and

3. The customer is not categorized as Priority 1 under the curtailment priorities of Rule 26.

In addition, irrespective of the foregoing, Special Provisions 3 through 5, below, shall apply to all transportation customers except those receiving service under Rate Schedule PSB.

NATURE OF SERVICE

Standby service shall permit the customer to purchase gas on a firm basis subject to curtailment priorities of Rule 26. The Company will take all reasonable steps to obtain or to maintain gas supplies sufficient to enable the Company to provide reasonably continuous service to each Customer receiving standby service at the level specified in the Service Agreement, as adjusted from time to time in accordance with the provisions of this rate schedule. Service under this Rate Schedule shall be available only if the Company projects that sufficient volumes of gas will be available to the Company during the period of the contract to provide the level of service desired by the Customer, without affecting adversely the reliability of service to the Company's existing customers receiving firm gas service.

ADJUSTMENT

For each billing cycle, the volume of gas specified in the Service Agreement shall be adjusted to reflect the number of days in such billing cycle by multiplying such volume, expressed in Mcf, by a fraction. The numerator of the fraction shall be the number of days in the billing cycle applicable to the Customer and the denominator shall be 30.

MONTHLY RATE

The monthly rate shall be \$0.5911 per Mcf, which shall be applied to the (I) Monthly Volume, as defined below.

MONTHLY VOLUME

The Mcf volume of gas to which the Monthly Rate set forth above shall be applied, shall be determined for each billing cycle, as set forth below;

1. The volume of gas specified in the Service Agreement under this rate schedule shall be adjusted for each billing cycle by, multiplying such volume, expressed in Mcf, by a fraction. The numerator of the fraction shall be the number of days in the billing cycle applicable to the customer and the denominator shall be thirty (30).
2. If the volume determined under item 1, above, is greater than the sum of the Mcf volume of gas purchased by the customer under rate schedules other than load balancing rate schedules during the billing cycle, the Monthly Rate shall be applied to the difference between: (a) the volume determined under item 1, above, and (b) the Mcf volume of gas purchased by the customer under the rate schedules other than load balancing rate schedules during such billing cycle.
3. If the volume determined under item 1, above, is equal to or less than the Mcf volume of gas purchased by the customer under rate schedules other than load balancing rate schedules during the billing cycle, then the Monthly Volume shall be zero (0) Mcf.

(D) Indicates Decrease

(I) Indicates Increase

SPECIAL PROVISIONS

1. A customer that has Bypass Facilities and that desires service under this rate schedule must enter into an Agreement for Service under Rate Schedule BP that specifies a volume of gas equal to, or greater than, the volume of gas specified in the Service Agreement under this rate schedule.
2. As used in this Rate schedule, the term "Bypass Facilities" does not include facilities that enable a customer to obtain "Self-Help" gas.

"Self-Help" gas refers to gas produced by the customer from gas reserves and wells owned by the customer on a tract of land owned by the customer that is contiguous to the tract of land in which the customer's manufacturing plant facilities are located.

3. SB customers shall be subject to a surcharge equal to 25 percent of the retail rates of the applicable sales rate schedule to volumes purchased by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the billing month ending in December, January, February or March and a surcharge equal to 10 percent of the retail rates of the applicable sales rate schedule to volumes purchased by transportation customers (in excess of volumes contracted for under Rate Schedule SB) during the remaining billing months when overruns by transportation customers are authorized by Company. The rates for sales of gas shall include the Distribution Charges, Gas Adjustment Charge, and the Natural Gas Supply Charge under the sales rate schedule that applies to the customer and the applicable surcharge percentage set forth above. In months when the sum of the Natural Gas Supply Charge and the Gas Adjustment Charge is less than the MMI, the applicable sales rate shall be equal to the sum of the Distribution Charges, the MMI plus all transportation costs to the Company's City Gate, and the applicable surcharge percentage applied to this rate.
4. SB Transportation MMT customers shall be subject to a penalty of Charges for Daily City Gate Underdeliveries applicable to MMNGS Suppliers plus the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate when (C)
Company has announced that overrun service is not available.

SB Transportation DMT customers shall be charged the higher of:
(1) the rate determined in item 3 above or (2) the Charges for Daily City Gate Underdeliveries applicable to MMNGS Suppliers plus (C)
the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate when Company has issued an OFO that includes a Restriction on Access to Daily Metered Imbalances or announced that overrun service is not available.

(C) Indicates Change

5. Revenues for recovery of purchased gas costs and surcharges under items 3 and 4 above, shall be flowed through to sales customers under Rider "A" of this tariff.

LIMITATION OF SERVICE

For any customer that either (a) has contracted with the Company for transportation service, or (b) is a customer with installed Bypass Facilities, the Company maintains no duty to provide retail service to customer in excess of the level of service, expressed in Mcf in the Service Agreement under this schedule, as adjusted in the manner set forth hereinabove under this rate schedule.

CONTRACT TERM

The initial term of the Service Agreement shall be for at least one year. After the initial term, the Service Agreement shall be renewed automatically for successive one-year terms thereafter unless the customer or the Company terminates the Service Agreement by written notice thereof to the other more than sixty (60) days prior to the end of a term. If the Service Agreement is renewed automatically pursuant to the provisions of this paragraph, then the volume of gas specified in the renewed Service Agreement shall be established at the volumetric level in effect immediately prior to the effective date of the renewed Service Agreement. The Company may terminate a Service Agreement at an earlier date as provided by law or by any provision of this tariff.

In addition, a Service Agreement may be terminated at the request of a customer for a new Service Agreement specifying a greater level of service, and such request will be honored by the Company, subject to the Availability section of this rate schedule and subject to Special Provision 1 of this rate schedule.

A customer may also request, upon sixty (60) days written notice to the Company prior to the end of a contract term, a new Service Agreement specifying a reduced level of service, and such request will be honored by the Company, subject to the Availability section of this rate schedule.

RATE SCHEDULE FOR MONTHLY METERED TRANSPORTATION SERVICE

DEFINITIONS

- (1) Gas Service Customer - A Gas Service Customer is an entity that is attached to the Company's lines and uses gas in its operations or in its premises;
- (2) MMT - Monthly Metered Transportation
- (3) MMT Customer - A Gas Service Customer that receives transportation service from the Company under this rate schedule and receives gas supply from a Monthly Metered Natural Gas Supplier. (C)
- (4) MMNGS Supplier - Monthly Metered Natural Gas Supplier - A customer or Natural Gas Supplier that qualifies under the Monthly Metered Natural Gas Supplier Rate Schedule and is responsible for the delivery requirements and imbalance resolution of MMT Customers. (C)

AVAILABILITY OF SERVICE

If all of the qualifications (a) through (e) set forth below are met, any entity will be considered an MMT Customer under this Rate Schedule.

- (a) The entity that will receive gas transported by the Company (1) has a volumetric requirement of at least 5,000 Mcf per year or (2) belongs to a buyer group of no more than ten customers whose combined usage is at least 5,000 Mcf per year, provided, however, that larger buyer groups shall be permitted upon the mutual agreement of the Company and the customers;
- (b) An MMT customer consent to enrollment by an MMNGS supplier shall be accepted in lieu of a transportation service agreement. (C)
- (c) The MMT Customer has obtained, or has agreed to obtain, a supply of gas from a qualified MMNGS Supplier; (C)
- (d) The MMT Customer has made, or caused to be made, arrangements by which such volumes of gas can be delivered, either directly or by displacement, on a firm basis throughout the entire route from the point of production into the Company's distribution system throughout the term of the transportation service agreement; and
- (e) If facilities are required for furnishing of MMT service, in addition to facilities that are required for furnishing of gas service to a MMT Customer, the MMT Customer shall have paid, in full, for any additional facilities required to be constructed for furnishing of MMT service, which payment shall not

(C) Indicates Change

be subject to refund under any circumstances. If additional facilities are required for furnishing of gas service, customer's payment for additional facilities required for furnishing of gas service shall be governed by Tariff Rule No. 3, "Extension of Facilities", and Tariff Rule No. 5, "Service Lines."

CHARACTER OF SERVICE

Gas, of a quality acceptable to the Company, owned by a MMT Customer and delivered, either directly or by displacement, into the Company's distribution system by a qualified MMNGS Supplier, will be transported, by the Company, to the delivery point designated by the MMT Customer. Receipt of natural gas for the customer at the Company City Gate may be limited to the customer's DDQ as established in Rate Schedule MMNGS. If the Customer meets the qualifications for service in the Availability section of this Rate Schedule, prior service under the superseded Rate Schedule for Transportation Service will be converted to service under this Rate Schedule unless the Company is notified by the Customer that it prefers service under the Rate Schedule for Daily Metered Transportation Service.

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(C)
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(C)

(C) Indicates Change

RATE SCHEDULE FOR MONTHLY METERED TRANSPORTATION SCHEDULE (cont'd)

MONTHLY RATES

Commodity Rates

The commodity rates set forth below contain a component, presently (I)
\$0.4900 per Mcf, for recovery of purchased gas costs.

For transportation of gas to Residential Customers, the monthly rate for
transportation of gas both within and outside the Commonwealth of
Pennsylvania shall be:

\$3.4511 Mcf (I)

For transportation of gas to Commercial and Public Authority Customers,
the monthly rate for transportation of gas produced within the
Commonwealth of Pennsylvania shall be:

\$2.7894 per Mcf for Small Commercial/Public Authority using not more (I)
than 250 Mcf per year

\$2.5455 per Mcf for Small Commercial/Public Authority using greater (I)
than 250 Mcf but not more than 1,000 Mcf per year

\$2.1522 per Mcf for Large Commercial/Public Authority (I)

For transportation of gas to Commercial and Public Authority Customers,
the monthly rate for transportation of gas produced outside the
Commonwealth of Pennsylvania shall be:

\$2.7894 per Mcf for Small Commercial/Public Authority using not more (I)
than 250 Mcf per year

\$2.5455 per Mcf for Small Commercial/Public Authority using greater (I)
than 250 Mcf but not more than 1,000 Mcf per year

\$2.1522 per Mcf for Large Commercial/Public Authority (I)

For transportation of gas to Small Volume Industrial Customers, the
monthly rate for transportation of gas produced within the Commonwealth of
Pennsylvania shall be:

\$2.5622 per Mcf for SVIS Customers (I)

For transportation of gas to Small Volume Industrial Customers, the
monthly rate for transportation of gas produced outside the Commonwealth
of Pennsylvania shall be:

\$2.5622 per Mcf for SVIS Customers (I)

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE FOR MONTHLY METERED TRANSPORTATION SCHEDULE (cont'd)

For transportation of gas to Intermediate Volume Industrial Customers, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$1.8247 per Mcf for IVIS Customers

For transportation of gas to Intermediate Volume Industrial Customers, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$1.8247 per Mcf for IVIS Customers

For transportation of gas to Large Volume Industrial Customers and any entity that is not a Gas Service Customer, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$1.5143 per Mcf

For transportation of gas to Large Volume Industrial Customers and any entity that is not a Gas Service Customer, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$1.5143 per Mcf

For transportation of gas to Large Industrial Customers, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$1.0893 per Mcf

(D)

For transportation of gas to Large Industrial Customers, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$1.0893 per Mcf

(D)

Provided, however, that the Company, in its sole discretion, may reduce by contract the portion of the above rates applicable to the Customer that are for recovery of gas or the portion of the rate for recovery of non-gas costs of service if it is reasonably necessary to do so to meet competition from another supplier of energy including gas from another supplier of gas that has constructed, or could construct, facilities to deliver supplies of gas to a MMT Customer of the Company without use of the Company's facilities or another transportation of gas. The Company may also reduce or eliminate the compensation for line losses provided for in Special Provisions paragraph B of this rate schedule in order to meet the competitive circumstances for alternate fuels or bypass situations cited above excluding competition from other Pennsylvania local distribution companies. The Company will reduce the applicable rate only if:

- (a) Either (1) the MMT Customer has facilities in place and operable to use an alternative fuel or obtain gas from an alternative supplier or (2) in the Company's judgment, such facilities would be constructed;

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE FOR MONTHLY METERED TRANSPORTATION SERVICE (cont.)

- (b) Volumes of gas that would be transported by the Company would be displaced by an alternate fuel or an alternative source of gas unless the Company reduces its transportation rate;
- (c) The Company will not reduce the rate for transportation service below the level necessary to transport gas; and
- (d) In the Company's judgment the MMT Customer has taken all reasonable steps to minimize the cost of gas supplies delivered to the Company's system in order to help meet competition.

Where the above criteria are met, the Company may, in its discretion enter into an agreement setting either: (1) a fixed transportation rate or (2) the basis for determining the transportation rate, for the period of the Service Agreement, which will specify which portion of the rate is being reduced.

If an MMT Customer is a member of a buyer group, bills for each member of a buyer group will be determined individually. Volumes of transportation service in a billing period will be allocated among members of a buyer group pursuant to the Service Agreement.

Volumes delivered as transportation service pursuant to this rate schedule shall be subject to State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge (C)

Residential rates shall be subject to surcharges in accordance with Rider F - CAP Discount Charge as set forth in this tariff.

CHARGES FOR TRANSPORTATION BY OTHERS

If furnishing service, pursuant to this Rate Schedule, requires the use of a transportation service provided other than by the Company, any cost incurred by the Company, with regard thereto, shall be billed to MMT Customer by the Company.

CHARGES UNDER OTHER RATE SCHEDULES

The MMT Customer receiving gas transported by the Company under this Rate Schedule shall pay all charges under all other applicable rate schedules and riders, irrespective of whether such MMT Customer, in any billing period receives only gas transported by the Company, and such MMT Customer shall pay rates under all other applicable rate schedules for any service furnished to the MMT Customer in addition to transportation service under this Rate Schedule.

(C) Indicates Change

MAXIMUM DAILY QUANTITY

The "Maximum Daily Quantity" shall be the maximum volume of gas, (C)
expressed in Mcf, that is equal to a Customer's Daily Delivery Quantity as (C)
determined pursuant to Rate Schedule MMNGS, Special Provision D.1 on Page No.
118C, may be delivered into the Company's distribution system, during any
twenty-four hour period, for transportation by the Company to such Customer as
transportation service under this rate schedule. The Company, in its sole
discretion and upon request of a MMT Customer, may agree to receive and to (C)
transport, during any twenty-four hour period, a volume in excess of the (C)
Maximum Daily Quantity. During any hour of any twenty-four hour period, the (C)
Company shall not be required to receive and to transport more than 1/24 of the (C)
Maximum Daily Quantity. (C)

(C) Indicates Change

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 63 to
Gas Pa. P.U.C. No. 9
Sixth Revised Page No. 104
Cancelling Fourth and Fifth Revised Page No. 104

(C)

RESERVED FOR FUTURE USE

(C) Indicates Change

Issued: July 31, 2006

Effective: August 1, 2006

BILLING

Monthly charges, for transportation service pursuant to this rate schedule, are subject to the Late Payment Charges set forth in Section 16 of the Rules and Regulations of this tariff.

SPECIAL PROVISIONS

A. The volume of gas delivered into the Company's distribution system, on any day in behalf of MMT Customers for transportation service pursuant to this Rate Schedule, shall be determined by meters and as provided in B, below.

B. To compensate for line losses, the volume of gas delivered into the Company's distribution system, shall be retained by the Company as set forth in Rate Schedule MMNGS Special Provision C, Page No 118B; provided however, that, where the only facilities involved in transporting gas to the MMT Customer are meters, meter installations, house regulators, house regulator installations and industrial measuring station equipment, no amount shall be deducted as compensation for line losses.

C. Service under this Rate Schedule may be interrupted during periods of supply shortages but only based upon the schedule of priority of curtailment set forth in section 26 of the Rules and Regulations of this tariff. (C)

D. Transportation service under this Rate Schedule may be interrupted or curtailed whenever, in the event of a sudden and unforeseen supply deficiency, the Company invokes emergency curtailment provisions under Tariff Rule 26. (C)

(C) Indicates Change

E. In the event of interruption or curtailment of transportation service, pursuant to items C and D, above, and during such period of interruption or curtailment, the MMT Customer must sell to the Company all or a portion of the MMT Customer's supply of gas at the higher of (1) the Transportation Service Customer's cost of purchased gas at the point of delivery to the Company or (2) the Company's average cost of purchased gas per Mcf, as determined based upon the Company's Section 1307(f) Rate, which is \$5.8582. (D)

F. If for any reason (including the default of an MMNGS Supplier), the MMNGS Supplier fails to provide sufficient daily deliveries of natural gas supplies to meet the MMT Customers DDQ pursuant to the terms of MMNGS supply service, and/or MMT Customer's MMNGS Supplier does not provide complete compensation to the Company for services provided under Rate Schedule MMNGS, Special Provision D.3, the Company shall charge the MMT Customer for the deficient daily deliveries under the applicable gas sales rate schedule plus applicable surcharge as set forth in Rate Schedule SB Special Provisions.

(D) Indicates Decrease

(I) Indicates Increase

G. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the MMT Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove such capacity limitation. (C)

H. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the MMT Customer for which such gas was received for transportation. The Company's furnishing transportation service for a MMT Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above. (C)

I. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, MMT Customer, Natural Gas Supplier, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service. (C)

J. Revenue for recovery of purchased gas costs under Rider "A" shall include the product of the portions of the rates under this Rate Schedule for recovery of purchased gas costs times the volumes billed under such rates; provided, however, that any adjustment to rates under this Rate Schedule pursuant to Special Provision K., below, shall be eliminated from rates used to calculate revenues for recovery of purchased gas costs under this Rate Schedule. (C)

(C) Indicates Change

K. Rates under this Rate Schedule will be recomputed in, inter alia, each of the Company's annual proceeding under Section 1307(f) of the Public Utility Code.

L. Customers who elect transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service or under Rate Schedule PSB for Priority Standby Service. Purchases of gas from the Company by MMT Customers who have not contracted for service under Rate Schedule PSB shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions, for a period of 12 months to the extent such customers continue to purchase gas from the Company.

M. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

RATE SCHEDULE FOR DAILY METERED TRANSPORTATION SERVICE

DEFINITIONS

- (1) Gas Service Customer - A Gas Service Customer is an entity that is attached to the Company's lines and uses gas in its operations or in its premises;
- (2) DMT - Daily Metered Transportation
- (3) DMT Service Customer - Any entity that has executed a DMT Service Agreement with the Company for transportation of gas by the Company.

AVAILABILITY OF SERVICE

If all of the qualifications (a) through (e) set forth below are met, any entity will be considered a DMT Service Customer under this Rate Schedule.

- (a) The entity that will receive gas transported by the Company (1) has a volumetric requirement of at least 5,000 Mcf per year or (2) belongs to a buyer group of no more than ten customers whose combined usage is at least 5,000 Mcf per year, provided, however, that larger buyer groups shall be permitted upon the mutual agreement of the Company and the customers;
- (b) A DMT service agreement must be executed by the DMT Service Customer in the form prepared by the Company (the "Service Agreement");
- (c) The DMT Service Customer has obtained, or has agreed to obtain, a supply of gas, of a quality acceptable to the Company, from any source of gas;
- (d) The DMT Service Customer has made, or has caused to be made, arrangements by which such volumes of gas can be delivered, either directly or by displacement, on a firm or interruptible basis, into the Company's distribution system; and
- (e) If facilities are required for furnishing of DMT service, in addition to facilities that are required for furnishing of gas service, to a Gas Service Customer, the DMT Service Customer shall have paid, in full, for any additional facilities required to be constructed for furnishing of DMT service, which payment shall not

be subject to refund under any circumstances. As deemed necessary by the Company in its sole discretion, the DMT customer shall be required also to pay, in full, for costs of installing daily metering and communications equipment selected by the Company which will enable the Company to obtain each day meter readings of the volume of gas delivered to the Company or to another point or points acceptable to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day. In addition, with regard to daily metering and communications equipment, the Customer shall pay an amount of money to provide for recovery of the present value of the carrying cost of income taxes on the payment for daily metering and communications equipment. Such carrying cost arises from the delay between federal and Pennsylvania income taxation and income tax deductions over the tax life of the equipment and a further amount equal to 72.67% of the carrying cost (based on present income tax rates). If additional facilities are required for furnishing of gas service, customer's payment for additional facilities required for furnishing of gas service shall be governed by Tariff Rule No. 3, "Extension of Facilities", and Tariff Rule No. 5, "Service Lines."

CHARACTER OF SERVICE

Gas, of a quality acceptable to the Company, owned by a DMT Service Customer and delivered, either directly or by displacement, into the Company's distribution system, will be transported, by the Company, to the delivery point designated by the DMT Service Customer.

TERM OF SERVICE AGREEMENT

If the requirements of this Rate Schedule are met, the Company shall offer to enter into a Service Agreement with an initial term of at least one year and successive one-year terms thereafter. The initial term of a Service Agreement may be for less than one year only with the mutual consent of both the DMT Service Customer and the Company. If the initial term of a Service Agreement is for less than one year, successive terms thereafter shall be equal in length to the initial term. Either the DMT Service Customer or the Company may terminate the Service Agreement at the end of a term upon written notice thereof to the other more than thirty (30) days prior to the end of a term; further provided, however, that the Company may terminate a Service Agreement at an earlier date as provided by law by provisions of this Tariff.

(C) Indicates Change

RATE SCHEDULE FOR DAILY METERED TRANSPORTATION SERVICE (cont'd)

MONTHLY RATES

Commodity Rates

For transportation of gas to Residential customers, the monthly rate for transportation of gas both within and outside the Commonwealth of Pennsylvania shall be:

\$2.9611 per Mcf. (I)

For transportation of gas to Commercial and Public Authority Customers, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$2.2994 per Mcf for Small Commercial/Public Authority using not more than 250 Mcf per year (D)

\$2.0555 per Mcf for Small Commercial/Public Authority using greater than 250 Mcf but not more than 1,000 Mcf per year (I)

\$1.6622 per Mcf for Large Commercial/Public Authority (I)

For transportation of gas to Commercial and Public Authority Customers, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$2.2994 per Mcf for Small Commercial/Public Authority using not more than 250 Mcf per Year (D)

\$2.0555 per Mcf for Small Commercial/Public Authority using greater than 250 Mcf but not more than 1,000 Mcf per year (I)

\$1.6622 per Mcf for Large Commercial/Public Authority (I)

For transportation of gas to Small Volume Industrial Customers, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$2.0722 per Mcf for SVIS Customers. (D)

For transportation of gas to Small Volume Industrial Customers, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$2.0722 per Mcf for SVIS Customers. (D)

For transportation of gas to Intermediate Volume Industrial Customers, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$1.3347 per Mcf for IVIS Customers. (I)

(D) Indicates Decrease

(C) Indicates Change

(I) Indicates Increase

RATE SCHEDULE FOR DAILY METERED TRANSPORTATION SERVICE (cont'd)

For transportation of gas to Intermediate Volume Industrial Customers, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$1.3347 per Mcf for IVIS Customers. (I)

For transportation of gas to Large Volume Industrial Customers and any entity that is not a Gas Service Customer, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$1.0243 per Mcf. (I)

For transportation of gas to Large Volume Industrial Customers and any entity that is not a Gas Service Customer, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$1.0243 per Mcf. (I)

For transportation of gas to Large Industrial Customers, the monthly rate for transportation of gas produced within the Commonwealth of Pennsylvania shall be:

\$0.5993 per Mcf. (I)

For transportation of gas to Large Industrial Customers, the monthly rate for transportation of gas produced outside the Commonwealth of Pennsylvania shall be:

\$0.5993 per Mcf. (I)

Provided, however, that the Company, in its sole discretion, may reduce by contract the portion of the above rates applicable to the Customer that is for recovery of gas costs or the portion of the rate for recovery of non-gas costs of service if it is reasonably necessary to do so to meet competition from another supplier of energy including gas from another supplier of gas that has constructed, or could construct, facilities to deliver supplies of gas to a Gas Service Customer of the Company without use of the Company's facilities or another transporter of gas. The Company may also reduce or eliminate the compensation for line losses provided for in Special Provisions paragraph B of this rate schedule in order to meet the competitive circumstances for alternate fuels or bypass situations cited above excluding competition from other Pennsylvania local distribution companies. The Company will reduce the applicable rate only if:

- (a) Either (1) the Customer has facilities in place and operable to use an alternative fuel or obtain gas from an alternative supplier or (2) in the Company's judgment, such facilities would be constructed;

(D) Indicates Decrease
(I) Indicates Increase

(C) Indicates Change

RATE SCHEDULE FOR DAILY METERED TRANSPORTATION SERVICE (cont.)

- (b) Volumes of gas that would be transported by the Company would be displaced by an alternate fuel or an alternative source of gas unless the Company reduces its transportation rate;
- (c) The Company will not reduce the rate for transportation service below the level necessary to transport gas; and
- (d) In the Company's judgment the DMT Service Customer has taken all reasonable steps to minimize the cost of gas supplies delivered to the Company's system in order to help meet competition.

Where the above criteria are met, the Company may, in its discretion enter into an agreement setting either: (1) a fixed transportation rate or (2) the basis for determining the transportation rate, for the period of the Service Agreement, which will specify which portion of the rate is being reduced.

If a Gas Service Customer is a member of a buyer group, bills for each member of a buyer group will be determined individually. Volumes of transportation service in a billing period will be allocated among members of a buyer group pursuant to the Service Agreement.

Volumes delivered as transportation service pursuant to this rate schedule shall be subject to State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge. (C)

Residential rates shall be subject to surcharges in accordance with Rider F - CAP Discount Charge as set forth in this tariff.

CHARGES FOR TRANSPORTATION BY OTHERS

If furnishing service, pursuant to this Rate Schedule, requires the use of a transportation service provided other than by the Company, any cost incurred by the Company, with regard thereto, shall be billed to DMT Service Customer by the Company.

CHARGES UNDER OTHER RATE SCHEDULES

The Gas Service Customer receiving gas transported by the Company under this rate schedule shall pay all charges under all other applicable rate schedules and riders, irrespective of whether such Customer, in any billing period, receives only gas transported by the Company, and such Customer shall pay rates under all other applicable rate schedules for any service furnished to the Customer in addition to transportation service under this Rate Schedule.

(C) Indicates Change

CHARGES FOR OVERDELIVERIES

As used in this Rate Schedule, "overdeliveries" shall mean the cumulative amount by which the volume of gas delivered to the Company for the Customer's account, since the commencement of transportation service by the Company for the Customer under any rate schedule, after adjustment for line losses and after elimination of volumes purchased from the Customer by the Company, exceeds the total amount of transportation service volumes taken by the Customer from the Company under any rate schedule since the commencement of transportation service for the Customer by the Company. Such cumulative overdelivery balance shall be computed each day, and the rates set forth below shall be applied to the maximum daily overdelivery volume occurring during the billing month. (I)

If the DMT Service Customer in any billing month has overdeliveries in excess of two percent of the volume of gas transported for the customer in the billing month, the Customer shall be subject to additional charges each billing month. For a maximum daily overdelivery volume up to 37% of the volume of DMT service gas transported to the Customer by the Company in the billing month, the charge for overdeliveries shall be \$0.6351 per Mcf in excess of two percent of the volume of gas transported for the customer in the billing month. (I)

For overdeliveries equal to or more than 37% of the volume of DMT service gas transported to the Customer by the Company during the billing month, the charge for such excess overdeliveries shall be \$0.7624 per Mcf.

OPERATIONAL FLOW ORDERS

The Company may also issue Operational Flow Orders ("OFOs") which apply to transportation customers receiving service under this rate schedule as follows:

A Restriction on Access to Daily Metered Imbalances

OFOs may be issued to customers receiving service under this rate schedule to assure that adequate supplies are delivered to the Company. During such period, DMT customers shall not be permitted to use banked gas to cover daily underdeliveries in excess of the 2% tolerance during the term of the OFO. Furthermore, in the event an OFO is issued, metered usage in excess of 102% of confirmed deliveries on behalf of the DMT customer to Distribution's city gate, less line loss, shall be deemed a sale of gas by the Company to the customer. All provisions related to the price for such sales, including charges under Rate SB-Standby Service, shall apply.

(I) Indicates Increase

B. Waiver of Overdelivery Charges

The Company may, in its discretion, waive DMT overdelivery charges during or following colder than normal periods and to waive undelivery premiums during or following warmer than normal periods.

MAXIMUM DAILY QUANTITY

The "Maximum Daily Quantity" shall be the maximum volume of gas, expressed in Mcf, as set forth in a DMT Service Customer's Service Agreement, may be delivered into the Company's distribution system, during any twenty-four hour period, for transportation by the Company to such Customer as transportation service under this rate schedule. The Company, in its sole discretion and upon request of a DMT Service Customer, may agree to receive and to transport, during any twenty-four period, a volume in excess of the Maximum Daily Quantity as set forth in a transportation Service Customer's Service Agreement. During any hour of any twenty-four hour period, the Company shall not be required to receive and to transport more than 1/24 of the Maximum Daily Quantity as set forth in a Transportation Service Customer's Service Agreement.

BILLING

Monthly charges, for transportation service pursuant to this rate schedule, are subject to the Late Payment Charges set forth in Section 16 of the Rules and Regulations of this Tariff.

SPECIAL PROVISIONS

A. The volume of gas delivered into the Company's distribution system, on any day in behalf of Transportation Service Customers for transportation service pursuant to this Rate Schedule, shall be determined by meters and as provided in B, below, at the delivery points specified in the service Agreement or to another point or points acceptable to the Company.

If any such point of delivery is also a point at which the Company buys or exchanges gas for the Company's own account through the same meter, the volume of gas delivered into the Company's distribution system, in behalf of Transportation Service Customers for transportation service, shall be deemed to be the volume scheduled by the Company and such Customers to be delivered in behalf of such Customers, at such point on such day, determined after the adjustment provided in B, below, but shall not be more than the total amount actually delivered, determined after the adjustment provided in B below, through such meter into the Company's distribution system at such point on such day.

B. To compensate for line losses, the volume of gas delivered into the Company's distribution system, shall be determined for purposes of this Rate Schedule, effective August 1, 2013 to be equal to 99.85% of the amount indicated by a meter at the point of delivery into the Company's distribution system; provided however, that, where the only Company facilities involved in transporting gas to the Gas Service Customer are meters, meter installations, house regulators, house regulator installations and industrial measuring and regulating station equipment, no amount shall be deducted as compensation for line losses. (C)
(D)

C. Service under this Rate Schedule may be interrupted during periods of supply shortages but only based upon the schedule of priority of curtailment set forth in section 26 of the Rules and Regulations of this tariff.

D. Transportation service under this Rate Schedule may be interrupted or curtailed whenever, in the event of a sudden and unforeseen supply deficiency, the Company invokes emergency curtailment provisions under Tariff Rule 26.

(C) Indicates Change
(D) Indicates Decrease

E. In the event of interruption or curtailment of transportation service, pursuant to items C and D, above, and during such period of interruption or curtailment, the DMT Service Customer must sell to the Company all or a portion of the DMT Service Customer's supply of gas at the higher of (1) the Transportation Service Customer's cost of purchased gas at the point of delivery to the Company or (2) the Company's average cost of purchased gas per Mcf, as determined based upon the Company's Section 1307(f) Rate, which is \$5.8582.

(D)

F. If a Gas Service Customer receiving gas transported by the Company uses less than the amount of gas delivered into the Company's system for transportation to such Customer ("excess deliveries"), the Gas Service Customer receiving gas transported by the Company may use such gas during the banking/balancing period defined below, following which the Company shall have the right, but not the obligation, to purchase remaining excess deliveries of gas from the DMT service Customer at a rate equal to the lowest of (1) the cost at which it was acquired by the DMT Service Customer, including pipeline transportation charges, or (2) the Company's average commodity delivered cost of gas to National Fuel Gas Supply Corporation, or (3) the Company's average commodity cost of locally produced gas during the month when excess deliveries were received by the Company. The cost at which the DMT Service Customer acquired the gas will be determined from such Customer's contract with the supplier or by a sworn affidavit setting forth the Customer's cost of gas, including cost of delivery of such gas to the Company's system. Upon request by the Company, the DMT Service Customer will be required to furnish to the Company the DMT service Customer's choice of (1) a copy of this contract or (2) an affidavit. The banking/balancing period shall be the three billing months after the billing month in which the Company received excess deliveries in behalf of the Customer.

G. "Underdeliveries" are volumes of gas taken from the Company by a Gas Service Customer in excess of the sum of (1) any excess deliveries of the customer at the beginning of the day and (2) the volume of gas delivered to the Company for the customer's account, after adjustment for line losses less volumes of volumes of gas determined to be sales by the Company to the customer. Cumulative underdeliveries, as determined each day, in excess of two percent of the volume of gas delivered by the Company to the customer that day, shall be a sale of gas by the Company to the customer under the applicable rate schedule plus applicable surcharges as set forth in Rate Schedule SB Special Provisions and shall not be recharacterized as transportation service under any circumstances. Cumulative underdeliveries of not more than two percent of the volume of gas delivered to a customer by the Company on any day may be offset by volumes of gas delivered to the Company for the customer's account, after adjustment for line losses, in excess of the volume of gas taken by the customer from the Company on subsequent days within the same billing month.

(D) Indicates Decrease

(I) Indicates Increase

H. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove such capacity limitation.

I. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the Transportation Service Customer for which such gas was received for transportation. The Company's furnishing transportation service for a Transportation Service Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above.

J. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, Transportation Service Customer, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service.

K. Revenues produced by charges to DMT customers for overdeliveries of transportation gas to such customers shall be treated in accordance with Paragraph (b)(11) of Rider "A".

L. Customers who contract for transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service or under Rate Schedule PSB for Priority Standby Service. Purchases of gas from the Company by transportation service customers who have not contracted for service under Rate Schedule PSB shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions.

M. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE

APPLICABLE TO USE FOR

Service hereunder is available to any licensed supplier ("MMNGS Supplier" or "Supplier") which has obtained the consent and appointment of MMT customer(s) whose volumes total at least 5,000 Mcf on an annual basis ("MMT Customer(s)" or "MMT Pool"), and agrees to assume the primary responsibility for the gas supply obligations for that group of MMT Customers.

CHARACTER OF SERVICE

Through the procedures and provisions of this Monthly Metered Natural Gas Supplier rate schedule qualified MMNGS Suppliers will contract for service with qualified MMT Customers and shall serve such MMT Customers for an established term lasting at least one month or one billing cycle.

The Company will bill the Supplier for aggregation services (including any purchases of Company gas) provided to the Supplier.

RATES AND CHARGES

A. Supplier Aggregation Charges

The MMNGS Supplier shall be billed the charges for services rendered for it as provided herein. A MMNGS Service Agreement will allow Suppliers under this service classification to aggregate supplies to serve individual qualified MMT Customers. When necessary to accommodate changes in customer supply and delivery requirements during the month, the Company will permit deliveries of interstate supplies into intrastate market pools. In order to accommodate such deliveries of interstate supplies into intrastate market pools, the MMNGS Supplier will be billed for the amount of interstate deliveries to intrastate pools at a rate of \$0.000/Mcf.

B. Administrative Charges

The Company will charge the MMNGS Supplier an administrative fee of \$100.00 per month for each MMNGS Service Agreement executed with the Company. This charge shall be waived for individual MMT Customers that will be their own MMNGS supplier and have a single account in their MMT Pool.

(D)

C. Exchange Fee

The Company will charge the Supplier an exchange fee of \$0.05 per Mcf for each Mcf transferred from and \$0.05 per Mcf transferred to a MMT Pool.

D. Billing Service Charges

An MMNGS Supplier may elect to have the Company bill gas supply charges to the Supplier's MMT customers. The rate to be charged by the Company to the Supplier for Standard Billing Service shall be \$0.20 for each bill rendered to an MMT Customer for the Supplier.

(D) Indicates Decrease

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

The Company shall provide the Supplier receiving standard Billing Service with meter reading information and other reports in the Company's standard electronic format on a basis corresponding to the MMT Customer's billing cycles. The Supplier shall provide the Company with all required Supplier billing and rate information necessary for customer billing as determined by the Company. The Supplier shall provide such billing information in the Company's required format. The Supplier shall provide its billing information no later than three business days before the last day of the month.

The Company will bill the MMT Customer for gas supplies sold by the Supplier to the Customer subject to the Supplier entering into a billing service contract with the Company. Payments made by the MMT Customer under the billing service will be applied first to amounts to past service due under an amortization agreement with the Company, next to current bills due to the Company, next to gas supply charges owed to the Supplier, next to charges for other non-regulated service charges, and lastly to any "neighbor for neighbor" contribution. The terms and charges for the Supplier billing services other than Standard Billing Services may be negotiated between the Company and the Supplier. The Company shall be under no obligation to provide the Supplier billing services other than Standard billing Services if mutually agreeable terms and charges cannot be negotiated.

SPECIAL PROVISIONS

A. Gas Quality

Gas delivered by the Supplier must satisfy the quality specifications included in the Rules for Transportation Service section of this tariff. For deliveries to the Company, such deliveries must be made at an appropriate Company facility located within the Territory, as described in this tariff, or at another point or points acceptable to the Company.

B. Allocation Priority

If any such point of delivery is also a point at which the Company buys or exchanges gas for the Company's own account though the same meter, the volume of gas delivered into the Company's distribution system, in behalf of MMT customers, shall be deemed in behalf of such MMT Customers, at such point on such day, determined after the adjustment provided in C, below, but shall not be more than the total amount actually delivered, determined after the adjustment provided in C below, through such meter into the Company's distribution system at such point on such day.

C. Allowance for Losses

As allowance for losses incurred in the process of delivery except as provided in Special Provision B under the MMT Rate schedule, Leaf No. 105, the Supplier shall provide the Company with a volume of gas equal to 0.15% of the amount delivered to the Company. (D)

(D) Indicates Decrease

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

D. City Gate Balancing

1. Determination of Daily Delivery Quantities and Aggregate Daily Delivery Quantities

The Company, based upon each MMT Customer's historical load profile and/or estimates of consumption as applied to any forecasted weather, shall determine a MMNGS Supplier's MMT Customer's projected weather normalized consumption for a given period; either monthly, weekly, or daily. Based upon this projected consumption, actual consumption readings as available and based on the system requirement to manage storage capacity retained by the Company to meet MMT Customer's daily balancing requirements, the Company will determine each MMT Customer's Daily Delivery Quantity (DDQ) and the Company will also determine the Supplier's MMT Pool's Aggregate Daily Delivery Quantity (ADDQ) by summing all DDQs of the MMT Customers in the Supplier's MMT Pool. The DDQs established under this rate schedule shall be calculated so as to minimize month end burner tip imbalances. In determining the DDQ of the customer group the maximum heating degree day ("HDD") amount utilized in the DDQ calculation shall be 52 HDDs. The DDQs and ADDQ so calculated will be used to determine the Supplier's daily delivery obligations at the Company City Gate. (C)

A MMNGS Supplier taking service under this rate schedule accepts the Company's calculation of the DDQ and/or ADDQ. The Company shall not be liable for the difference between the projected consumption and the consumption determination by the Company.

2. Delivery Requirements

Deliveries of natural gas at the City Gate under this rate schedule shall be made to meet the DDQs for all customers in a MMNGS Supplier's MMT Pool (the ADDQ) within a tolerance band described below. The Company will deliver to each individual MMT Customer its requirements.

With respect to Appalachian production sources connected directly to the Company's system, 100% of the historical average daily production for the month will be accepted as delivered to the system for meeting the DDQ delivery requirements of the MMNGS Supplier. While 100% of the historical daily average shall be made available, gas must be scheduled on a daily basis to be delivered to an MMT Pool in order for volumes to be allocated that day. In no event shall volumes that are not scheduled for delivery to MMNGS Pools be made available as a carryover for nominations to MMT pools on a subsequent day during the month.

To the extent the Supplier's City Gate deliveries differ from the ADDQ provided to the Supplier by the Company then a City Gate Imbalance shall occur ("Imbalance") and charges for such Imbalance will be incurred as described below.

The Company is not obligated to accept any quantities nominated by Supplier in excess of its MMT Pool's ADDQ.

(C) Indicates Change

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

3. City Gate Imbalance Charges

For City Gate deliveries by the MMNGS Supplier that differ from the applicable ADDQ, the Supplier will incur the following charges:

a. Charges for Daily City Gate Underdeliveries

i. For daily City Gate underdeliveries up to or equal to five (5) percent of the applicable ADDQ, there will be no charge.

ii. For Daily City Gate underdeliveries in excess of five (5) percent of the applicable ADDQ during the Summer Period (April through October), the charge for the gas supplied by the Company to make up for the underdeliveries shall be equal to the higher of \$7.00 per Dth or 110% of the DMI for that day plus all transportation costs to the Company's City Gate. (C)

iii. For Daily City Gate underdeliveries in excess of five (5) percent of the applicable ADDQ during the Winter Period (November through March), the charge for the gas supplied by the Company to make up for the underdeliveries shall be equal to the higher of \$10.00 per Dth or 110% of the DMI for that day plus all transportation costs to the Company's City Gate. (C)

iv. During OFO periods, the charges described in Section G herein shall apply in addition to those charges specified in this Section D.3.

b. Charges for Daily City Gate Overdeliveries

There shall be no charges for Daily City Gate overdeliveries of up to five (5) percent of the applicable ADDQ, however, any such overdeliveries in excess of five (5) percent of the applicable ADDQ may be rejected by the Company in its sole discretion.

E. MMNGS Burner Tip Imbalances

1. Aggregation of MMNGS Burner Tip Imbalance

For the MMT customers included in the MMNGS Supplier's MMT Pool, the Company will net all the month end burner tip imbalances for which the Supplier is responsible pursuant to this rate schedule into a single monthly burner tip imbalance ("MMNGS Burner Tip Imbalance").

(C) Indicates Charge

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER (Cont.)

2. Resolution of MMNGS Burner Tip Imbalances

The Company will resolve MMNGS Burner Tip Imbalances through either a rollover to subsequent months or a cash out pursuant to Rule 30. The default method of MMNGS Burner Tip Imbalance resolution will be the cash out. Should the Company determine that circumstances render resolution of imbalances via cash out operationally infeasible, the Company may, in discretion and upon reasonable notice, suspend the cash out and resolve imbalances through rollover.

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(C)
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a. Rollover Procedure

(C)

At the close of the billing month, the Company will calculate the MMNGS Burner Tip Imbalance, as described above, for each MMT Pool. The Company shall adjust the applicable ADDQ for the next following month that operating conditions permit, upward to reconcile a net deficiency in the billing month, or downward to reconcile a net surplus in the billing month.

b. Cash Out Procedure

(C)

i. MMNGS Burner Tip Imbalances Resulting in Net Overdelivery

For MMNGS Burner Tip Imbalances which result in a net overdelivery of volumes of gas for a MMT Pool during the month, the Company shall resolve the imbalance pursuant to Rule 30.

(C)

ii. MMNGS Burner Tip Imbalances Resulting in Net Underdelivery

For MMNGS Burner Tip Imbalances which result in a net underdelivery of volume of gas for a MMT Pool during the month, the Company shall resolve the imbalances pursuant to Rule 30.

(C)

3. Exchange of Net Burner Tip Imbalances

A Supplier may exchange a Burner Tip Imbalance due the Company under its MMNGS Service Agreement with a Burner Tip Imbalance due from another Supplier under another MMNGS Service Agreement or a Supplier under a SATS Service Agreement. Exchange of imbalances shall be accomplished pursuant to Rule 30.

(C)

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

F. System Maintenance Order ("SMO")

1. Issuance of SMOs

The Company shall issue System Maintenance Orders from time to time which assure that gas is flowing to the City Gate where and when needed. Such SMOs shall include but not be limited to orders to deliver gas at any or all of the points obtained by Suppliers to deliver gas at particular primary points into National Fuel Gas Supply Corporation. Should MMNGS Suppliers fail to comply with such SMOs then the Company shall issue OFOs as described below.

2. Communication of SMOs

SMOs will be communicated to the Supplier through the Company's website with four hours advanced notice. Such notice will be supplemented by the use of internet E-mail notification to a Supplier's Internet address.

3. Access to Upstream Pipeline Information

To monitor compliance with SMOs, the Supplier shall be required to provide the Company with the permission to access nomination information.

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G. Operational Flow Order ("OFO")

1. Issuance of OFOs

The Company reserves the right to issue Operational Flow Orders as necessary to preserve the operational integrity of its system. Such OFOs may include, but shall not be limited to the following: a requirement to flow gas to the citygate, a reduction in Daily City Gate delivery tolerance and a requirement to flow gas to the Supplier's primary receipt points on NFGSC.

2. Charges for Violation of OFOs

In addition to all other charges due the Company, any gas not delivered by MMNGS Supplier in violation of any OFO issued under this Section G may be assessed a charge of the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate.

3. Communication of OFOs

OFOs will be communicated to the Supplier through the Company's website with four hours advanced notice. Such notice will be supplemented by the use of internet E-mail notification to a Supplier's Internet address.

4. Access to Upstream Pipeline Information

To monitor compliance with OFOs, the Supplier shall be required to provide the Company with the permission to access nomination information.

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(C)
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(C) Indicates Change

Voluntarily Suspended to April 13, 2012

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

H. Termination of Service for Failure to Deliver Daily Quantity

1. The Company shall have the right to terminate service under this rate schedule to any Supplier that fails for any three (3) days to deliver at least ninety-five (95) percent of the applicable ADDQ for the Supplier's MMNGS Pool, measured during a single thirty day period ("Terminated Supplier") or one day of zero delivery. The terminated Supplier, at the Company's option, may be prohibited from receiving service under this rate schedule for 6 months if the MMT Customer does not take service from another qualified MMNGS Supplier. Such Terminated Supplier's MMT Customers will be served by the Company pursuant to the terms of the Standby Rate Schedule.

2. Supplier's MMT customers may be notified by the Company as to the impending transfer to Company service, together with a statement that the transfer is the result of the Supplier's failure to perform as required. The Company shall recover the cost of such notice from the Supplier by drawing down the Supplier's security deposit or other security instrument.

I. Supplier Qualification Criteria

1. Pursuant to 52 Pa. Code Chapter 62, Company may request and adjust security from Supplier and service under this Rate Schedule is contingent upon the MMNGS Supplier meeting and maintaining the creditworthiness standards. (C)

Applicants for service hereunder will be required to complete a Credit Application for evaluation by the Company based on the criteria set forth in this tariff. The results of the creditworthiness checks performed by the Company will be communicated to the applicant within two weeks of the Company's receipt of the properly completed application.

2. The MMNGS Supplier's application shall include a description of the MMNGS Supplier's operational capability for meeting the requirements of its MMT Pool. The Company shall then make a determination as to whether this capability is sufficient.

(C) Indicates Change

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

3. MMNGS Suppliers shall include with their application payment of a non-refundable \$500 fee. For natural gas suppliers serving MMT Customers on August 1, 2006, and all individual MMT Customers that will be their own MMNGS Supplier, the application fee shall be waived by the Company.

J. MMNGS Supplier Obligations

1. Suppliers may enroll customers for service commencing with the MMT Customer's meter reading in any month. Service to the MMT Customer shall begin at the start of the customer's billing cycle after enrollment confirmation has been provided by the Company.

2. Enrollments/drops shall occur electronically, however, each MMNGS Supplier will be obligated to keep on file either oral or written evidence of each customer's enrollment with that Supplier, which evidence shall be available for Company review at any time, upon 24 hours' notice. The Company will provide the MMT Customer with a letter confirming enrollment, if the Customer notifies the Company within 5 days (through October 25, 2018, thereafter as per 52 Pa. Code §59.93 - §59.94) of issuance of the confirmation letter that the Customer does not wish to be served by the MMNGS Supplier, the enrollment of the Customer will be rescinded. (C)

3. To the extent of MMNGS Supplier's MMT Customer at any time is not served any longer by that MMNGS Supplier and is then the responsibility of the Company, effective upon the transfer of that customer to the Company, the Company shall charge the customer for all Company provided natural gas under the terms of the Standby rate schedule.

4. MMNGS Suppliers agree to abide by any other specific requirements in the Company's Operational Procedures Manual.

(C) Indicates Change

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

K. MMNGS Service Agreement

The initial term of the MMNGS Service Agreement between the Company and the MMNGS Supplier shall be for an annual period and renewable annually for successive one-year terms unless canceled by default of any terms or conditions hereof, or by the Company or the Supplier on sixty (60) days written notice prior to the end of a term, or otherwise by mutual agreement.

L. Force Majeure

MMNGS Supplier will be excused from delivering the required daily quantity of supply on any given day for Force Majeure events which directly and substantially affect a MMNGS Supplier's natural gas deliveries to the Company and for which alternate supply arrangements cannot be obtained by MMNGS Supplier or, if the MMNGS Supplier is unsuccessful in obtaining alternate supplies, for which the Company cannot obtain supplies on behalf of the MMNGS Supplier. For supplies provided by the Company, the MMNGS Supplier shall be charged the higher of 125% of the Residential purchased gas cost (commodity and demand) identified in Rider A or the highest DMI during the month plus all transportation costs to the Company's City Gate for each day such alternate supplies are delivered on behalf of MMNGS Supplier. For purposes of this rate schedule, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission approved tariff. A Force Majeure event that curtails the MMNGS Supplier's assigned firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a MMNGS Supplier's natural gas deliveries to the Company, and for which no alternative supplies are available from the Company or other sources will excuse a MMNGS Supplier from performing pursuant to this rate schedule to the extent of such curtailment. If at such time the MMNGS Supplier is delivering gas to other customers on the same interstate pipeline system, the volume excused from performance on the Company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The MMNGS supplier is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion. (C)

(C) Indicates Change

RATE SCHEDULE MMNGS
MONTHLY METERED NATURAL GAS SUPPLIER SERVICE (Cont.)

In order to validate a claim of Force Majeure, the MMNGS Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes not delivered pursuant to this Special Provision must be made up by MMNGS Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to MMNGS Supplier at a rate of \$10.00 per Mcf.

M. Title to Gas

Supplier warrants that, at the time of delivery of gas to the Company's City Gate, Supplier or Customer shall have good title to deliver all volumes made available.

N. Control and Possession

After Supplier delivers gas or causes gas to be delivered to the Company, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer at Customer's meter.

O. 24 Hour Availability

Supplier shall include on the MMNGS Service Agreement a phone number by which Supplier can be reached on a twenty-four (24) hour basis.

P. Data Security Agreement

Marketers, suppliers, and agents shall execute a Data Security Agreement pursuant to Tariff Rule 33.

(C)

(C) Indicates Change

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE

APPLICABLE TO USE FOR

Service hereunder is available on or after October 30, 2001 to any qualified customer ("SATC Customer" or "Customer") that has enrolled to receive gas supply service from a qualified supplier under the Company's Small Aggregation Transportation Supplier Service ("SATS Supplier" or "Supplier").

The Purchase of Receivable Program (Docket No. P-2009-2099182) will be implemented upon Commission Order and the completion of the necessary system changes.

CHARACTER OF SERVICE

Through the procedures and provisions of this Small aggregation Transportation rate schedule SATC Customers will contract for service with a SATS Supplier and be served by such Supplier for an established term ending at the SATC Customer's meter reading in April (April billing cycle). The enrollment period and service starting dates will be as specified in Rate Schedule SATS.

The Company will maintain a list of SATS Suppliers including appropriate contact information as provided by the SATS Supplier. This list will be made available to customers upon request.

There are two (2) billing options. The default option is utility consolidated billing under which the Company renders a single bill, including NGDC and NGS charges to the SATC customer, and remits payment to the Supplier. The Company will buy the SATC NGS receivable at a discount of those customer groups eligible for the POR program. Suppliers using consolidated billing for eligible POR customer groups must participate in the POR program. Suppliers participating in the POR program must use the consolidated billing option and enter into the Billing Services Agreement. The second option is the dual bill model, where the Company bills the SATC customer for regulated service only. The POR program is not available for Suppliers utilizing the dual billing option.

Customers shall not participate in both CAP and the Small Aggregation Transportation Customer Service program. (C)

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE (Cont'd)

RATES AND CHARGES

A. Customer Transportation Service Rates

The Company will provide transportation services to deliver gas supplies to the SATC Customer(s). The Customer shall be billed the charges for the transportation services rendered for it at the appropriate charges provided herein for which service the SATC Customer qualifies.

The SATC Customer shall pay the following transportation charges for the transportation of gas. The commodity rates set forth below contain a component, presently \$0.04207 per Ccf, for the recovery of purchased gas demand costs and shall be adjusted pursuant to Rider A of the tariff. Such purchased gas costs collected through these rates shall be included as revenues for the recovery of purchased gas costs as specified in Rider A of this tariff. (D)

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE (Cont.)

1. Residential Transportation Rates

SATC Customers that meet the qualifications under the Residential Service Rate Schedule classification:

Rates per Residential SATC Customer per Month:

\$14.00	Basic Service Charge	
\$0.33818	per 100 cubic feet (I)	(D)

2. Commercial and Public Authority Transportation Rates

SATC Customers that meet the qualifications under the Commercial and Public Authority Service Rate Schedule classification:

a. Rates per Commercial/Public Authority customer per month for "Small" Commercial/Public Customers using not more than 250,000 cubic feet per year:

\$27.00	Basic Service Charge	
\$0.27201	per 100 cubic feet	(D)

b. Rates per Commercial/Public Authority customer per month for "Small" Commercial/Public Customers using greater than 250,000 cubic feet but not more than 1,000,000 cubic feet per year:

\$37.00	Basic Service Charge	
\$0.24762	per 100 cubic feet	(D)

c. Rates per Commercial/Public Authority customer per month for "Large" Commercial/Public Customers:

\$151.00	Basic Service Charge	
\$0.20829	per 100 cubic feet	(D)

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE (Cont.)

3. Small Volume Industrial Service Transportation Rates

SATC Customers that meet the qualifications under the Small Volume Industrial Service Rate Schedule classification:

Rates per Small Volume Industrial Service SATC Customer per Month:

\$82.00 Basic Service Charge
\$0.24929 per 100 cubic feet (D)

4. Intermediate Volume Industrial Service Transportation Rates

SATC Customers that meet the qualifications under the Intermediate Volume Industrial Service Rate Schedule classification:

Rates per Intermediate Volume Industrial Service SATC Customer per Month:

\$252.00 Basic Service Charge
\$0.17554 per 100 cubic feet (D)

B. Miscellaneous Customer Surcharges

1. Residential rate classes shall be subject to surcharges in accordance with Rider F - CAP Discount Charge as set forth in this tariff.

2. The above non-purchased gas cost SATC rates shall be subject to surcharges in accordance with provisions of Rider B - State Tax Adjustment Surcharge and DSIC - Distribution System Improvement Charge.

(D) Indicates Decrease

(I) Indicates Increase

RESERVED FOR FUTURE USE

RATE SCHEDULE SATC
SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE (Cont.)

SPECIAL PROVISIONS

(C)

A. Qualified Suppliers

Customers under this service classification may only receive service from qualified SATS Suppliers. Such qualified SATS Suppliers are required, among other things, to meet the Consumer Protections requirements of the SATS Rate Schedule.

B. Termination of SATS Supplier

If the SATS Supplier serving the SATC Customer is terminated the SATC Customer shall be served by the Company under the appropriate sales service rate schedule for all services provided after the termination of the Supplier. The Company is the Supplier of Last Resort ("SOLR"). As such, it will sell gas supplies to customers who have not chosen an alternative National Gas Supplier, choose to be supplied by the Company or whom Natural Gas Suppliers have declined to serve, provided that the customer has met all of the terms and conditions for receiving service set forth in this tariff.

C. Restriction of Customer Information Provided to Suppliers

The Company may not release customer information to a third party unless the customer has been notified of such intent and has been provided a method to restrict the release of private information. Customers may restrict the provision of information by returning a signed form, orally or electronically.

The customer may choose to restrict the release of customer information according to one of the following two restriction options:

1. Restrict the release of only the customer's historical billing data.

2. Restrict the release of all private customer information including name, billing address, service address, rate class, rate sub-class, account number and historical billing data.

Telephone numbers may not be released to third parties under any circumstances.

(C) Indicate Change

D. Customer Rights as to the Handling of Complaints

Inquires and complaints from any customer will be received and processed in a timely manner. Residential customer inquiries and complaints will be handled in conformance with Chapter 56 of the Commission's Rules. When a customer inquiry or complaint relates to services provided by an SATS Supplier, the Company will refer the customer to the SATS Supplier for a response. If a customer inquiry or complaint involves issues or services provided by both the Company and the customer's SATS Supplier, the Company will develop and then maintain a system of tracking and coordinating the response to the customer inquiry or complaint from both parties. If a customer is dissatisfied with the Company's response, or indicates dissatisfaction with the SATS Supplier response to the customer with respect to the NGS services, the Company will inform the customer of the right to file an informal appeal with the Bureau of Consumer Services at the Commission and provide the customer with the toll-free telephone number and mailing address of the Commission.

E. Billing in the Event of a SATS Supplier Default

In the event of a default or discontinuance by a SATS Supplier, the Company will charge the customer the rate agreed to by the SATS Supplier and the customer for the remainder of the billing period, provided that the Company either has available or is provided the agreed upon rate by the Supplier or the Commission, and the Company will recover any difference between its costs and the SATS Supplier rate charged to the customer solely from the SATS Supplier or its bond or other security.

F. Termination of Service due to Non-Payment

(C)

In addition to any right to terminate service under the Pennsylvania Public Utility Code, Commission regulations or this tariff, the Company may also terminate service for nonpayment of a billing or billings for natural gas supply charges provided by a SATS Supplier when the receivable is purchased by the Company. Such termination of service shall be in accordance with general regulations of the Pennsylvania P.U.C. applicable thereto and in accordance with the Pennsylvania Utility Code. Such termination shall be applicable to the SATC Residential, SATC Small Commercial and Public Authority under 250 Mcf/year, SATC Small Commercial and Public Authority between 250 and 1,000 Mcf/year and the SATC Small Volume Industrial less than 1,000 Mcf/year classifications under the Purchase of Receivable Program.

SATC customers under the POR program may avoid termination if such customer pays the termination notice amount. The termination notice amount will be the lower of the past due charges actually billed or the past due charges that would have been due had the customer received service at Distribution's otherwise applicable sales rate during the time the customer accrued the unpaid balance("Lesser of Calculation").

Terminated residential SATC customers under the POR program may be reconnected if such residential customer pays the termination notice amount.

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE

APPLICABLE TO USE FOR

Service hereunder is available on or after October 30, 2001 to any supplier ("SATS Supplier" or "Supplier") which has obtained the consent and appointment of a group of at least 50 relevant customers or a group of relevant customers whose volumes total at least 5,000 Mcf on an annual basis ("SATC Customer(s)" or "SATC Customer Group"), and agrees to assume the primary responsibility for the gas supply obligations for that group of SATC Customers. (C)

CHARACTER OF SERVICE

Through the procedures and provisions of this Small Aggregation Transportation Supplier rate schedule qualified SATS Suppliers will contract for service with qualified SATC Customers and shall serve such SATC Customers for an established term ending at the conclusion of the SATC Customer's meter reading in April (April billing cycle).

The Company will bill the Supplier for aggregation services (including any purchases of Company gas) provided to the Supplier.

RATES AND CHARGES

A. Supplier Aggregation Charges

The SATS Supplier shall be billed the charges for the aggregation services rendered for it at the appropriate Supplier aggregation charges provided herein.

A SATS Service Agreement will allow Suppliers under this service classification to aggregate supplies to serve individual qualified SATC residential customers and qualified SATC non-residential customers.

(C)

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

1. Billing Service Charges

For a pilot period of three years, terminable by the Company at the end of the third year following 12 months prior notice to participating Suppliers, the Company will purchase amounts receivable for SATC customers with annual consumption less than 1,000 Mcf/year as described herein and further detailed in the billing agreement.

The rate to be charged by the Company to the Supplier for Standard Billing Service shall be \$0.20 for each bill rendered to an SATC Customer for the Supplier.

The Company shall provide the Supplier receiving Standard Billing Service with meter reading information and other reports in the Company's standard electronic format on a basis corresponding to the SATC Customer's billing cycles. The Supplier shall provide the Company with all required Supplier billing and rate information necessary for customer billing as determined by the Company. The Supplier shall provide such billing information in the Company's required format. The Supplier shall provide Supplier billing information no later than three business days before the last day of the month.

The Company will bill the SATC Customer for gas supplies sold by the Supplier to the Customer subject to the Supplier entering into a billing service contract with the Company. For Consolidated billing service where the Company does not purchase the Supplier's receivable payments made by the Customer under the billing service will be applied first to amounts to past service due under an amortization agreement with the Company, next to current bills due to the Company, next to gas supply charges owed to the Supplier, next to charges for other non-regulated service charges, and lastly to any "neighbor for neighbor" contribution. The terms and charges for the Supplier billing services other than Standard Billing Services may be negotiated between the Company and the Supplier. The Company shall be under no obligation to provide the Supplier billing services other than Standard Billing Services if mutually agreeable terms and charges cannot be negotiated.

The Company will purchase the accounts receivable from POR Suppliers servicing SATC Residential, SATC Small Commercial and Public Authority customers less than 250 Mcf/year, SATC Small Commercial and Public Authority customers between 250 and 1,000 Mcf/year and SATC Small Volume Industrial customers less than 1,000 Mcf/year at a discount where the Company is providing a Utility Consolidated Bill to the customer. The residential discount is 1.8661% and the non-residential discount is 0.4027%. (I)
(D)

To the extent that a POR customer account has an unpaid balance on its final bill's late payment date or at the time the unpaid account balance is transferred to another active account, the Company will deduct from the payment to the POR SATS Supplier for the purchase of its receivable the unpaid billed amounts in excess of the amount that would have been due had the customer received service at Distribution's otherwise applicable sales rate during the time the customer received service from the SATS Supplier (pursuant to Rate Schedule SATC Section F "Lesser of Calculation").

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

SPECIAL PROVISION

A. Gas Quality

Gas delivered by the Supplier must satisfy the quality specification of the pipelines used to transport Supplier's gas. For deliveries to the Company, such deliveries must be made at an appropriate Company facility located within the Territory, as described in this tariff, or at another point or points acceptable to the Company.

B. Allowance for Losses

As allowance for losses incurred in the process of delivery, the Supplier shall provide the Company with a volume of gas equal to 0.15% of the amount delivered to the Company. In addition, for deliveries into Company capacity retained pursuant to Sections C.3. and C.5., Suppliers shall provide incremental quantities of gas equal to the amount of retainage required to transport gas from the receipt point into such Company retained capacity to the entry point to the Company's system ("City Gate"). (D)

(D) Indicates Decrease

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

C. Total Upstream Capacity Requirements for SATS Suppliers

SATS Suppliers shall be required to provide sufficient firm pipeline transportation and storage capacity to meet the estimated extreme day requirements of their SATC Customer groups as further described below. The SATS Suppliers' estimated extreme day requirements of their SATC Customer Group used for Supplier capacity allocations and requirements shall be based on a sixty-two (62) degree day extreme peak day calculation. The Company shall utilize peaking and temperature swing storage capacity retained by the Company and recovered through SATC rates to provide for any variances between actual and forecasted usage and for any peak delivery requirements for days colder than sixty-two (62) degree days.

Such sufficient pipeline transportation and storage capacity shall be provided through the following means:

1. Released ESS Storage Capacity and Associated EFT Capacity

a. Requirements To Be Met Through ESS Storage

52% of extreme peak day requirements shall be provided through the Company's ESS storage and associated EFT transportation capacity on NFGSC. Such NFGSC Storage and transmission capacity shall be released to SATS Suppliers at the maximum rate under the pipeline's FERC gas tariff. (D)

b. Initial Assignment of ESS Storage Capacity

In a month a SATS Supplier begins to serve SATC customers, it shall be provided with an initial assignment of storage capacity, based on the percentage set forth at C.1.a. above, to meet the Supplier's requirements for the upcoming winter period. Approximately fifteen days prior to the close of nominations for the month, the Company will calculate the quantity of storage capacity released to match the SATS Supplier's winter requirements based on the number of SATC Customers aggregated by the Supplier. If the initial assignment takes place in a month other than April, the Company will transfer storage gas to the Supplier pursuant to C.1.c below. The SATS Supplier shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to the Company.

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

c. Additional Assignments of ESS Storage Capacity

Approximately fifteen days prior to the close of nominations for each month, the Company will recalculate the quantity of storage capacity released to match the SATS Supplier's revised winter requirements based on the number of SATC Customers aggregated by the Supplier. If additional SATC Customers join a SATS Supplier's SATC Customer Group, the Company will release additional capacity as required, based on the percentage set forth at C.1.a. above. In addition, the SATS Supplier will be required to pay the Company for storage gas transferred and all taxes and pipeline fees associated with moving or transferring the storage gas to the Supplier. The storage gas transfer rate shall be the sum of (1) the higher of the Company's average cost of gas based upon the Company's Section 1307f rate, or the DMI for the first day of month in which gas is transferred plus all transportation costs to the Company's City Gate, plus (2) the demand Transfer Recovery Rate ("DTR Rate"). The DTR rate shall equal the per Mcf System Average Unrecovered Demand Charge revenue beginning in the month of April through the initial month that storage capacity is released to the Supplier. The System Average Unrecovered demand Charge Revenue shall equal the sum of the differences between the average demand charge revenues and the average fixed demand costs beginning the month of April through the initial month that storage capacity is released to the Supplier.

The DTR by month shall be as follows:

Capacity Transfer Month	DTR \$/Mcf	
April	\$0.00	
May	\$0.00	
June	\$0.00	
July	\$0.00	
August	\$0.00	
September	\$0.00	
October	\$0.05	(I)
November	\$0.70	
December	\$1.01	
January	\$0.83	
February	\$0.37	(D)
March	\$0.00	

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

d. Return of ESS Storage Capacity

In a month when the quantity of storage capacity released to match the SATS Supplier's revised winter requirements decreases, the SATS Supplier shall return storage capacity to the Company. The Supplier may either (1) transfer the remaining storage gas to a third party, subject to applicable pipeline requirements and charges; (2) retain the storage gas in the Supplier's remaining storage capacity or (3) transfer the storage gas to the Company at the lesser of (a) 95% of the injection period weighted DMI for the first day of the month during the previous storage injection period (April through October), plus all transportation costs to the Company's City gate; or (b) 95% of the DMI for the first day of the month plus all transportation costs to the Company's City Gate. With respect to (a) above, a weighting factor shall be applied to the DMI plus all transportation costs to the Company's City gate for each month as follows: 6% for the months April and May, 17% for the months June through September and 20% to October. The SATS Supplier shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to the Company. (C)

If a Supplier's SATS Agreement is canceled or terminated, the Company will recall ESS storage and associated EFT transmission capacity that has been released to the Supplier unless either: (1) the Company no longer requires the ESS storage and associated EFT transmission capacity to serve sales and SATC customers or (2) the Company can obtain or has obtained satisfactory substitute storage and related transmission capacity at a lower cost. The Company shall have the right but not the obligation to purchase the remaining storage gas at the lesser of (a) 95% of the injection period weighted DMI for the first day of the month during the previous injection period (April through October), plus all transportation costs to the Company's City Gate and a proportionate share of storage demand capacity charges on such volumes since April 1; or (b) 95% of the DMI for the first day of the month plus all transportation costs to the Company's City Gate and proportionate storage demand capacity charges on such volumes since April 1. With respect to (a) above, a weighting factor shall be applied to the DMI plus all transportation costs to the Company's City gate for each month as follows: 6% for the months April and May, 17% for the months June through September and 20% to October. The SATS Supplier shall be responsible for all taxes and pipeline fees associated with moving or transferring the storage gas to the Company. (C)

e. Required ESS Storage Inventory Levels

Suppliers will be required to follow a schedule set out by the Company such that the particular storage levels are obtained throughout the year, to assure the Supplier's SATC customers' needs are met by the Supplier.

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

e. Required ESS Storage Inventory Levels (Cont.)

In addition to meeting the City Gate balancing requirements set forth below, Suppliers must meet a minimum storage inventory level of:

12% on May 31,
29% on June 30,
46% on July 31,
63% on August 31,
80% on September 30,
95% on October 31,
86% on November 30,
68% on December 31,
45% on January 31,
28% on February 28 (February 29 in a leap year)

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Any deficiency more than 2% below the required monthly minimum storage inventory level will be automatically adjusted by the Company to meet the required level. The supplier will be charged per Mcf for such automatic adjustment at the higher of \$7.00 per MCF or the DMI for that day plus all transportation costs to the Company's City Gate. For any deficiency within 2% of the required monthly minimum storage inventory level, the Supplier will be charged per Mcf for such adjustment at the DMI for that day plus all transportation costs to the Company's City Gate, unless the Company, subject to operating conditions, determines that such deficiencies need not be adjusted.

The Supplier shall be required to provide the Company with the permission necessary to allow the Company to obtain access to the supplier's storage balance information to provide assurance of compliance with the monthly storage inventory requirements.

The Company may elect to relax the monthly minimum storage inventory level applicable to all Suppliers by posting notice on its web site at least 5 business days prior to the last day of the first month to which a relaxed limit would apply.

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(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. Released Transmission Capacity Not Included in SATC
Transportation Rates

48% of extreme peak day requirements is to be provided by the release of pipeline capacity upstream of NFGSC and the release of associated EFT transportation capacity on NFGSC which is not included in transportation rates. All such capacity shall be released to SATS Suppliers, and SATS Suppliers shall take such released capacity, at the maximum rate under the pipeline's FERC gas tariff. The actual pipeline capacity path upstream of NFGSC to be released to the Supplier by the Company shall be designated by the Company from its available capacity. The Company will attempt to accommodate a Supplier's request for particular capacity on a first-come first-serve basis.

As an alternative to the above, the Company may designate an alternative capacity path(s) from its available capacity. The capacity release rate for the pipeline capacity path released to the Supplier shall be \$7.5049/Dth which equals the weighted average demand cost of upstream capacity, however, capacity released on NFGSC will be released at the maximum rate under NFGSC's FERC gas tariff. The Company will post a listing of the alternative capacity path(s) designated, including the associated quantity of capacity, on its web site. (I)

For capacity termination notices, prior to the termination notice date of any capacity contract in this Section C.2., the Company will issue a request for proposals to qualified Suppliers under this tariff to determine if the Company should terminate, renew, or replace such contract, in whole or in part. The Company will terminate a proportionate share of the capacity contract if: (1) Suppliers demonstrate that they will provide comparable firm capacity to serve the Company's core customers, (2) the Suppliers agree to assign such comparable capacity at the contracted price to the Company upon Company request if such capacity is required to meet supply requirements of SATC Customers due to the termination of the SATS Supplier pursuant to Section H.1. or if the Supplier has reduced the level of delivery requirements from the previous periods requirements, and 3) the Commission approves such comparable capacity. Comparable capacity must have firm rights for at least the seven (7) winter months, and such capacity must have primary delivery rights into available primary receipt rights on NFGSC held by the Company. Comparable capacity must have firm capacity rights sufficient in volume and duration (with renewal rights) to serve the customers to be served by the SATS Supplier. The Company will post a listing of capacity contracts, including the associated quantity of capacity, that it determines to be of critical status on its web site.

(D) Indicates Decrease

(I) Indicates Increase

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

If the Company terminates capacity included in this Section C.2., the requirement to take released capacity pursuant to this Section C.2. shall be adjusted downward for the Supplier that replaces the terminated capacity to reflect such termination. Corresponding changes will be made in Section C.4.

3. Capacity Upstream of NFGSC Included in Transportation Rates

0% of extreme peak day requirements is to be provided by a SATS Supplier's maximum daily delivery into allocated upstream pipeline receipt points which the Company has retained ("Company Retained Upstream Capacity") and the cost of which capacity is included in transportation rates. The actual pipeline point upstream of NFGSC to be made available to the Supplier by the Company shall be designated by the Company. The Company will respond to requests for particular capacity and receipt points on a first-come first-serve basis and will reallocate capacity each April.

4. SATS Supplier Provided Capacity

0% of the extreme peak day requirements is to be provided by a SATS Supplier's own firm capacity upstream of NFGSC. The percentage provided by SATS Supplier's own firm capacity upstream of NFGSC is subject to increases if the Company terminates capacity as specified in Section C.2. The Supplier shall assign such SATS Supplier capacity to the Company upon Company request if such capacity is required to meet supply requirements of SATC Customers due to the termination of the SATS Supplier pursuant to Section H.1 or if the Supplier has reduced the level of delivery requirements from the previous period requirements. The Company will release to the SATS supplier EFT capacity on NFGSC at the maximum rate under NFGSC's FERC gas tariff equivalent to the peak day requirements to be provided by the SATS Supplier's own firm capacity.

5. NFGSC Capacity Included in Transportation Rates

The Company will deliver all upstream pipeline deliveries associated with Special Provisions Sections C.3 above through the NFGSC EFT capacity retained by the Company and included in transportation rates.

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

D. City Gate Balancing

1. Determination of Daily Delivery Quantities and Aggregate Daily Delivery Quantities

The Company, based upon each SATC Customer's historical load profile and/or estimates of consumption as applied to any forecasted weather, shall determine a SATS Supplier's SATC Customer's projected weather normalized consumption for a given period; either monthly, weekly, or daily. Based upon this projected consumption, actual consumption readings as available and based on the system requirement to manage storage capacity retained by the Company to meet temperature swings, the Company will determine each SATC Customer's Daily Delivery Quantity (DDQ) and the Company will also determine the Supplier's SATC Customer Group's Aggregate Daily Delivery Quantities (ADDQ) by summing all DDQs of the SATC Customers in the Supplier's SATC Customer Group. The DDQs and ADDQ so calculated will be used to determine the Supplier's daily delivery obligations at the Company City Gate. Such ADDQ shall not exceed the capacity available to the SATS Supplier as determined under Special Provisions Sections C1, C2, C3 and C4. The DDQs and ADDQs shall also be used to determine the specific rates and charges as outlined in this rate schedule.

A SATS Supplier taking service under this rate schedule accepts the Company's calculation of the DDQ and/or ADDQ. The Company shall not be liable for the difference between the projected consumption and the consumption determination by the Company.

2. Delivery Requirements

Deliveries of natural gas at the City Gate under this rate schedule both from direct deliveries at the City Gate under Special Provisions Section C.1. and as a result of deliveries to upstream pipeline transfer points made under Special Provisions Sections C.2., C.3., and C.4. shall be made to meet the DDQs for all customers in a SATS Supplier's SATC Customer Group (the ADDQ) within a tolerance band described below. The Company will deliver to each individual SATC Customer the Customer's requirements.

With respect to Appalachian production sources connected directly to the Company's system, 100% of the historical average daily production for the month will be accepted as delivered to the system for meeting DDQ delivery requirements of the SATS Supplier provided that such nominations are prioritized higher than nominations for transportation service under other Rate Schedules. While 100% of the historical daily average shall be made available, gas must be scheduled on a daily basis to be delivered to a SATC Pool in order for volumes to be allocated that day. In no event shall volumes that are not scheduled for delivery to SATS pools be made available as a carryover for nominations to SATC pools on a subsequent day during the month.

(C)

(C) Indicates Change

Voluntarily Suspended to April 13, 2012

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. Delivery Requirements (cont'd)

To the extent the Supplier's City Gate deliveries differ from the ADDQ provided to the Supplier by the Company, then a City Gate Imbalance shall occur ("Imbalance") and charges for such Imbalance will be incurred as described below. The Company is not obligated to accept any quantities nominated by Supplier in excess of its SATC Customer Group's ADDQ.

3. City Gate Imbalance Charges

For City gate deliveries by the SATS Supplier that differ from the applicable ADDQ, the Supplier will incur the following charges:

A. Charges for Daily City Gate Underdeliveries

i. For Daily City Gate underdeliveries up to or equal to two (2) percent of the applicable ADDQ, there will be no charge.

ii. For Daily City Gate underdeliveries in excess of two (2) percent of the applicable ADDQ during the Summer Period (April through October), the charge for the gas supplied by the Company to make up for the underdeliveries shall be equal to the higher of \$7.00 per Dth or 110% of the DMI for that day plus all transportation costs to the Company's City Gate.

iii. For daily City Gate underdeliveries in excess of two (2) percent of the applicable ADDQ during the Winter Period (November through March), the charge for the gas supplied by the Company to make up for the underdeliveries shall be equal to the higher of \$10.00 per Dth or 110% of the DMI for that day plus all transportation costs to the Company's City Gate.

iv. During OFO periods, the charges described in Section G herein shall apply in addition to those charges specified in this Section D.3.

b. Charges for Daily City Gate Overdeliveries

There shall be no charges for Daily City Gate overdeliveries of up to two (2) percent of the applicable ADDQ, however, any such overdeliveries in excess of two (2) percent of the applicable ADDQ may be rejected by the Company in its sole discretion.

E. Burner Tip Imbalances

1. Aggregation of Customer Burner Tip Imbalance

For SATC customers included in the SATS Supplier's SATC Customer Group, the Company will net all the imbalances for which the Supplier is responsible pursuant to this rate schedule into a single monthly imbalance ("SATS Burner Tip Imbalance").

(C)

(C) Indicates Change

Voluntarily Suspended to April 13, 2012

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. Resolution of Burner Tip Imbalances

The Company will resolve SATS Burner Tip Imbalances through either a rollover to subsequent months or a cash out pursuant to Rule 30. The default method of Burner Tip imbalance resolution will be the cash out. Should the Company determine that circumstances render resolution of imbalances via cash out operationally infeasible, the Company may, in discretion and upon reasonable notice, suspend the cash out and resolve imbalances through rollover.

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a. Rollover Procedure

(C)

At the close of the billing month, the Company will calculate the SATS Burner Tip Imbalance, as described above, for each SATC Customer Group. The Company shall adjust the applicable ADDQ for the next following month that operating conditions permit, upward to reconcile a net deficiency in the billing month, or downward to reconcile a net surplus in the billing month.

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b. Cash Out Procedure

(C)

i. Burner Tip Imbalances Resulting in Net Overdelivery

For SATS Burner Tip Imbalances which result in a net overdelivery of volumes of gas for a SATC Customer Group during the month, the Company shall resolve the imbalance pursuant to Rule 30.

(C)
(C)

ii. Burner Tip Imbalances Resulting in Net Underdelivery

For SATS Burner Tip Imbalances which result in a net underdelivery of volumes of gas for a SATC Customer Group during the month, the Company shall resolve the imbalance pursuant to Rule 30.

(C)
(C)

iii. Exchange of Net Burner Tip Imbalances

A Supplier may exchange a SATS Burner Tip Imbalance due the Company under its SATS Service Agreement with a SATS Burner Tip Imbalance due from another Supplier under another SATS Service Agreement or a Supplier under a MMNGS Service Agreement. Exchange of imbalances shall be accomplished pursuant to Rule 30.

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RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

F. System Maintenance Order ("SMO") (C)

1. Issuance of SMOs

The Company shall issue System Maintenance Orders from time to time which assure that gas is flowing to the City Gate where and when needed. Such SMOs shall include but not be limited to orders to deliver gas at any or all of the points obtained by or allocated to Suppliers in Special Provisions Section C.3 above, to deliver gas at particular primary points into NFGSC, or into the particular primary points of the Company Retained Upstream Capacity, as well as orders to deliver additional gas to or from storage. Should SATS Suppliers fail to comply with such SMOs then the Company shall issue OFOs as described below.

Voluntarily Suspended to April 13, 2012

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. Communication of SMOs

SMOs will be communicated to the Supplier through the Company's website with four hours advanced notice. Such notice will be supplemented by the use of internet E-mail notification to a Supplier's Internet address.

3. Access to Upstream Pipeline Information (C)

To monitor compliance with SMOs, the Supplier shall provide the Company (C) with permission to access nomination information.

G. Operational Flow Order ("OFO")

1. Issuance of OFOs

The Company reserves the right to issue Operational Flow Orders as necessary to preserve the operational integrity of its system. Such OFOs may include, but shall not be limited to the following: a requirement to flow gas to or from storage on NFGSC, a reduction in Daily City gate delivery tolerance and a requirement to flow gas to the Supplier's primary receipt points on NFGSC.

2. Charges for Violation of OFOs

In addition to all other charges due the Company, any gas not delivered by SATS Supplier in violation of any OFO issued under this Section G may be assessed a charge of the higher of \$25 per Dth or the DMI for that day plus all transportation costs to the Company's City Gate.

3. Communication of OFOs

OFOs will be communicated to the Supplier through the Company's website with four hours advanced notice. Such notice will be supplemented by the use of internet E-mail notification to a Supplier's Internet address.

4. Access to Upstream Pipeline Information (C)

To monitor compliance with OFOs, the Supplier shall provide the Company (C) with permission to access nomination information.

(C) Indicates Change

Voluntarily Suspended to April 13, 2012

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

H. Termination of Service for Failure to Deliver Daily Quantity

1. The Company shall have the right to terminate service under this rate schedule to any Supplier that fails for any three (3) days to deliver at least ninety (90) percent of the applicable ADDQ for the Supplier's SATC Customer Group, measured during a single thirty day period ("Terminated Supplier"). The Terminated Supplier, at the Company's option, may be prohibited from receiving service under this rate schedule for the greater of 6 months or until such time as another Enrollment Period as defined in Section J.1. is established by the Company. Such Terminated Supplier's SATC Customers will be served by the Company with the obligation that the gas supplies in storage and the capacity reserved for those customers shall be transferred to the Company through sale and recall as follows:

Voluntarily Suspended to April 13, 2012

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

a. Upon notice by the Company to the Terminated Supplier, the Company at its option may recall the capacity that it has released to the Terminated Supplier; and or require release of the Supplier's capacity as provided under section C.4.

b. Inventory remaining in storage shall be sold to the Company at a price equal to the Company's lowest monthly weighted average commodity cost experienced over the last twelve months.

c. The Terminated Supplier shall be responsible for any and all fees and taxes associated with moving or transferring the storage inventory to the Company.

d. Any failure to comply with the provisions under Sections H.1.a., H.1.b., H.1.c., and C.4. will result in the permanent ineligibility to receive service under this Rate Schedule.

e. Supplier's SATC customers may be notified by the Company as to the impending transfer to Company service, together with a statement that the transfer is the result of the Supplier's failure to perform as required. The Company shall recover the cost of such notice from the Supplier by either, (1) adjusting the inventory sales price described in Section H.1.b., or (2) drawing down the Supplier's security deposit (or other security instrument).

I. Supplier Qualification Criteria

1. Pursuant to 52 Pa. Code Chapter 62, Company may request and adjust security from Supplier and service under this rate schedule is contingent upon the SATS Supplier meeting and maintaining the creditworthiness standards. (C)

Applicants for service hereunder will be required to complete a Credit application for evaluation by the Company based on the criteria set forth in this tariff. The results of the creditworthiness checks performed by the Company will be communicated to the applicant within two weeks of the Company's receipt of the properly completed application.

2. The SATS Supplier's application shall include a description of the SATS Supplier's operational capability for meeting the requirement of its SATC Customer Group. The company shall then make a determination as to whether this capability is sufficient.

3. SATS Suppliers shall also describe in the application the means by which they will handle marketing and billing for 50 or more customers. Alternatively, SATS Suppliers may identify a third party, including the Company, in the case of the NGS' use of POR billing, and describe how such party will handle such tasks. Suppliers or their third party representative included in the Company's Purchase of Receivable Program must abide by the Company's Marketing Standards. The Company shall then make a determination as to whether this capacity is sufficient.

Suppliers serving customers with annual consumption less than 1,000 Mcf/year participating in the Company's POR program will be required to use the Company's Utility Consolidated Billing System and enter into the Billing Services Agreement.

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

4. SATS Suppliers shall include with their application payment of a non-refundable \$500 fee.

5. SATS Suppliers shall also include with their application a copy of their intended pro forma contract for their prospective SATC Customers (minus confidential pricing provisions) demonstrating inclusion of the provisions set out in Section K herein.

J. SATS Supplier Obligations

1. Suppliers may enroll customers for service commencing with the SATC Customer's meter reading in any month. Service to the SATC Customer shall begin at the start of the customer's billing cycle after enrollment confirmation has been provided by the Company.

2. Once qualified, SATS Suppliers will be obligated to notify the Company on a weekly basis during the Enrollment Period of those customers enrolled in the Suppliers' SATC Customer Groups.

3. When a customer requests to change its SATS Supplier, upon receiving direct oral confirmation or written authorization to change the SATS Supplier, the customer's new SATS Supplier shall notify the Company by the end of the next business day following completion of the application process.

4. Enrollment shall occur electronically, however, each SATS Supplier will be obligated to keep on file either oral or written evidence of each customer's enrollment with that Supplier, which evidence shall be available for Company review at any time, upon 24 hours' notice. The Company will provide the SATC Customer with a letter confirming enrollment, if the Customer notifies the Company within the time period prescribed by Order of the Commission or, in the same absence of same, as specified per 52 Pa. Code §59.93 - §59.94) of issuance of the confirmation letter that the Customer does not wish to be served by the SATS Supplier, the enrollment for the Customer will be rescinded. (C)

5. To the extent a SATS Supplier's SATC Customer at any time is not served any longer by that SATS Supplier and is then the responsibility of the Company, effective upon the transfer of that customer to the Company, the Company shall have the option to recall capacity released to the Supplier under Special Provisions Section C.1 and C.2 or require assignment of capacity under Special Provisions Section C.4.

6. Any customer may identify persons authorized to make changes to the customer's account. To accomplish this, the customer provides the Company with a signed document identifying by name those persons who have the authority to initiate a change of the customer's SATS Supplier. A document signed by the customer whose sole purpose is to obtain the customer's consent to change natural gas suppliers shall be accepted as valid and result in the initiation of the customer's request. Documents not considered as valid include, but are not limited to, canceled checks, signed entries into contests and documents used to claim prizes won in contests.

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

7. SATS Suppliers agree to abide by any other specific requirements in the Company's Aggregation Application as such is approved by the Public Utility Commission.

K. Consumer Protections

In addition to satisfying the criteria set out in Sections I and J above, SATS Suppliers seeking to obtain service hereunder to sell gas to customers must demonstrate to the Company that they will meet the following requirements:

1. Contracts between SATS Suppliers and residential SATC Customers will contain specific language advising customers that the following consumer protections (Sections K.2-5.) will be provided by the Supplier.

2. The SATS Supplier has established a dispute resolution process satisfactory to the Company. Questions or complaints received by the Company will be processed to determine the nature of the dispute, and then forwarded as appropriate to the SATS Supplier. The Company shall provide the Commission's Competition Hotline phone number to each SATC Customer who has submitted a question or complaint concerning the SATS Supplier.

3. Suppliers serving customers with annual consumption less than 1,000 Mcf/year participating in the Company's POR program will be required to use the company's Utility Consolidated Billing System and enter into the Billing Services Agreement. For SATS Suppliers not using the company's Utility Consolidated Billing System, the bills rendered by the SATS Supplier will be clear and in plain language and shall meet the billing information requirements of Chapter 56 of the Commission's regulations, including the requirement that bills contain a statement directing the customer to "register any question or complaint about the bill prior to the due date," with the Company telephone number where the customer may initiate the inquiry or complaint. The Supplier shall submit a sample bill to the Company. (C)

4. The SATS Supplier performing its own billing shall provide SATC Customers with minimum payment periods required by the Commission's regulations; i.e. residential customers shall have 20 days to pay and commercial customers shall have 15 days. If a customer fails to pay by the due date, the Supplier shall notify the SATC Customer by mail that failure to pay will result in transfer to the Company upon a minimum of 15 days, whereupon the Company has the ability to terminate service for non-payment in accordance with the Commission's regulations. (C)

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

5. Procedures are in place to ensure residential SATC Customers receive adequate prior notice of termination of gas supply services. The procedures must provide that notifications be sent to the residential SATC Customer(s) and to the Company at least 15 days before discontinuation of supply service to allow residential SATC Customers the opportunity to pay the overdue bill. Customers will only be transferred from a Supplier to the Company upon the "Control Date" for such customer, as such is established by the Company. The Company will be allowed to terminate customers participating in the Company's POR program for non-payment of SATC supplies pursuant to Rate Schedule SATC Section F ("Lesser Of" calculation). (C)

6. For SATS Suppliers exiting the program ("Exiting Suppliers") and who intend to no longer serve SATC Customers, in addition to those protections noted in Section K.5, such Exiting Suppliers shall provide written notice to its SATC Customers and the Company sixty (60) days before it exits. The notice shall include information regarding the SATC Customers' ability to choose another SATS Supplier or return to the Company's sales service, assurances service will be provided by the Company and information regarding payment of their first bill. (C)

7. SATS Suppliers will abide by the Company's Marketing Standards specifically involving marketing efforts that involve uninvited personal visits to customers' homes or places of business, also known as door-to-door sales. (C)

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

L. SATS Service Agreement

The initial term of the SATS Service Agreement between the Company and the SATS Supplier shall be for an annual period ending March 31 and renewable annually for successive one-year terms unless canceled by default of any terms or conditions hereof, or by the Company or the Supplier on sixty (60) days written notice prior to the end of a term, or otherwise by mutual agreement. A SATC Customer shall be obligated to contract with Suppliers for terms ending with the customer's April billing cycle. Notice for termination of such contracts shall be a matter to be determined by the SATS Supplier and SATC Customer.

M. Force Majeure

SATS Supplier will be excused from delivering the required daily quantity of supply on any given day for Force Majeure events which directly and substantially affect a SATS Supplier's natural gas deliveries to the Company and for which alternate supply arrangements cannot be obtained by SATS Supplier or, if the SATS Supplier is unsuccessful in obtaining alternate supplies, for which the Company cannot obtain supplies on behalf of the SATS Supplier. For supplies provided by the Company, the SATS Supplier shall be charged the higher of 125% of the Residential purchased gas cost (commodity and demand) identified in Rider A or the highest DMI during the month plus all transportation costs to the Company's City Gate for each day such alternate supplies are delivered on behalf of SATS Supplier. For purposes of this rate schedule, a Force Majeure event will be any failure of the final pipeline delivering gas to the Company or an upstream pipeline feeding such pipeline, with such failure having been classified as a Force Majeure event pursuant to the terms of that pipeline's Federal Energy Regulatory Commission approved tariff. A Force Majeure event that curtails the SATS Supplier's assigned firm transportation service on an upstream pipeline that ultimately feeds a downstream pipeline, which directly and substantially affects a SATS Supplier's natural gas deliveries to the Company, and for which no alternative supplies are available from the Company or other sources will excuse a SATS Supplier from performing pursuant to this rate schedule to the extent of such curtailment. If at such time the SATS Supplier is delivering gas to other customers on the same interstate pipeline system, the volume excused from performance on the Company's system will be no more than a proportionate amount of the affected deliveries curtailed by the Force Majeure event. The SATS supplier is responsible for supplying complete information and verifiable proof of all the particulars requested by the Company related to any such Force Majeure exclusion.

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

In order to validate a claim of Force Majeure, the SATS Supplier must have a firm, non-interruptible service with the affected pipeline that is covered by the Force Majeure event and must be willing to present such agreements to the Company.

Volumes not delivered pursuant to this Special Provision must be made up by SATS Supplier as soon as possible at a delivery rate to be established by the Company. Any curtailed volumes which are not made-up within thirty (30) days will be sold to SATS Supplier at a rate of \$10.00 per Mcf.

N. Title to Gas

Supplier warrants that, at the time of delivery of gas to the Company's City Gate or at the receipt point in to the Company Retained Upstream Capacity pursuant to Special Provisions Section C.3., Supplier or Customer shall have good title to deliver all volumes made available.

O. Control and Possession

After Supplier delivers gas or causes gas to be delivered to the Company, the Company shall be deemed to be in control and possession of the gas until it is redelivered to the Customer at Customer's meter.

P. 24 Hour Availability

Supplier shall include on the SATS Service Agreement a phone number by which Supplier can be reached on a twenty-four (24) hour basis.

Q. Nominations of Supplies

For deliveries into Company Retained Upstream Pipeline Capacity pursuant to Section C.3., Supplier shall notify the Company through the Company's web site one hour in advance of the deadline the Company has to submit nominations to upstream transporters of any and all information required by upstream transporters to nominate, confirm and schedule gas on their facilities. (C)

R. Service Quality Guidelines

Suppliers shall adhere to the Public Utility Commission standards for credit determination, deposits, initiation and discontinuation of service as specified in the Public Utility Commission's Maintaining Service Quality Guidelines at Docket No. M-00991249F0003.

S. Customer Information Disclosure Guidelines

Suppliers shall adhere to the Public Utility Commission standards related to disclosure of terms of service, marketing, advertising and sales practices, and privacy of customer information as specified in the Public Utility Commission's Customer Information Disclosure Guidelines at Docket No. M-00991249F0005.

(C) Indicates Change

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

T. Billing in the Event of a SATS Supplier Default

In the event of a default or discontinuance by a SATS Supplier, the Company will charge the customer the rate agreed to by the SATS Supplier and the customer for the remainder of the billing period, provided that the Company either has available or is provided the agreed upon rate by the Supplier or the Commission, and the Company will recover any difference between its costs and the SATS Supplier rate charged to the customer solely from the SATS Supplier or its bond or other security.

U. Standards of Conduct

The Company and Suppliers shall comply with the following requirements.

1. The Company shall apply its tariffs in a nondiscriminatory manner to its affiliated Supplier and any nonaffiliated Supplier.

2. The Company shall not apply a tariff provision in any manner that would give its affiliated Supplier an unreasonable preference over other Suppliers with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or nondelivery, and all other services provided to its affiliated Supplier.

3. Mandatory tariff provisions shall not be waived by the Company for any Suppliers absent prior approval of the Commission.

4. If a tariff provision is not mandatory or provides for waivers, the Company shall grant the waivers without preference to its affiliated Supplier or non-affiliated Supplier.

5. The Company shall maintain a chronological log of tariff provisions for which it has granted waivers. Entries shall include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. The chronological log shall be open for public inspection during normal business hours.

6. The Company shall process requests for distribution services promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. The Company shall maintain a chronological log showing the processing of requests for transportation services. The chronological log shall be open for public inspection during normal business hours.

7. If the Company provides a distribution service discount, fee waiver or rebate to its favored customers, or to the favored customers of its affiliated Supplier, the Company shall offer the same distribution service discount, fee waiver or rebate to other similarly situated customers. Offers shall not be tied to any unrelated service, incentive or offer on behalf of either the Company or its affiliated Supplier. A chronological log shall be maintained showing the date, party, time and rationale for the action. The chronological log shall be open for public inspection during normal business hours.

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

8. Subject to customer privacy or confidentiality constraints, the Company shall not disclose, directly or indirectly, any customer proprietary information to its affiliated Supplier unless authorized by the customer. To the extent that the Company does disclose customer information without customer authorization, it shall contemporaneously provide this same information to other similarly situated Suppliers in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliated Supplier any advantage related to the disclosure. A chronological log shall be maintained showing the date, time and rationale for the disclosure. The chronological log shall be open for public inspection during normal business hours.

9. The Company shall justly and reasonably allocate to its affiliated Supplier the costs or expenses for general administration or support services provided to its affiliated Supplier.

10. The Company shall not condition or tie the provision of any product, service or price agreement by the Company (including release of interstate pipeline capacity) to the provision of any product or service by its affiliated Supplier.

11. The Company shall not give its affiliated Supplier preference over a non-affiliated Supplier in the provision of goods and services including processing requests for information, complaints and responses to service interruptions. The Company shall provide comparable treatment in its provision of such goods and services without regard to a customer's chosen Supplier.

12. The Company and its affiliated Supplier shall maintain separate books and records. Further, transactions between the Company and its affiliated Supplier shall not involve cross-subsidies. Any shared facilities shall be fully and transparently allocated between the Company function and the affiliated Supplier function. The Company accounts and records shall be maintained such that the costs incurred on behalf of an affiliated Supplier may be clearly identified.

13. The Company employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, shall not be shared with an affiliated Supplier, and their offices shall be physically separated from the office(s) used by those working for the affiliated Supplier. Such the Company employees may transfer to an affiliated Supplier provided such transfer is not used as a means to circumvent these interim standards of conduct.

14. Neither the Company nor its affiliated Supplier shall directly or by implication, falsely and unfairly represent to any customer, Supplier or third party that an advantage may accrue to any party through use of the Company's affiliates or subsidiary, such as:

a. That the Commission regulated services provided by the Company are of a superior quality when services is purchased from its affiliated Supplier; or

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

b. That the merchant services (for natural gas) are being provided by the Company when they are in fact being provided by an affiliated Supplier;

c. That the natural gas purchased from a non-affiliated Supplier may not be reliably delivered;

d. That natural gas must be purchased from an affiliated Supplier to receive Commission regulated services.

15. When the affiliated Supplier markets or communicates to the public using the Company name or logo, it shall include a legible disclaimer that states:

a. That the affiliated Supplier is not the same company as the Company;

b. That the prices of the affiliated Supplier are not regulated by the Commission; and

c. That a customer does not have to buy natural gas or other products from the affiliated Supplier in order to receive the same quality service from the Company.

When an affiliated Supplier advertises or communicates verbally through radio or television to the public using the Company name or logo, the affiliated Supplier shall include at the conclusion of any such communication a legible disclaimer that includes all of the disclaimers listed in this paragraph.

16. Except in competitive bid situations the Company shall not (a) jointly market or jointly package its Commission regulated services with the services of an affiliated Supplier or (b) offer or provide to its affiliated Supplier products or services, including bill inserts in the Company bills promoting an affiliated Supplier's services or a link from the Company's website, unless the Company offers or provides the products or service to all non-affiliated Suppliers on the same terms and conditions.

17. The Company shall not offer or sell natural gas commodity or capacity to its affiliated Supplier without simultaneously posting the offering electronically on a source generally available to the market or otherwise making a sufficient offer to the market. The Company shall maintain a chronological log of these public disseminations. The chronological log shall be open for public inspection during normal business hours.

18. The Company shall keep a chronological log of any complaints, excepting paragraph 9, regarding discriminatory treatment of Suppliers. This chronological log shall include the date and nature of the complaint and the resolution of the complaint. The chronological log shall be open for inspection during normal business hours.

19. Dispute Resolution Procedures (with the exception of paragraph 9, which are exclusively under the purview of the Commission):

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

a. Any dispute between a Supplier, and/or an affiliated Supplier, and a non-affiliated Supplier alleging a violation of any of these Standards of Conduct provisions, the Supplier must provide the Company and/or affiliated Supplier, as applicable, a written Notice of Dispute that includes the names of the parties and customer(s), if any, involved and a brief description of the matters in dispute.

b. Within five (5) days of the Company's and/or affiliated Supplier's receipt of a Notice of Dispute, a designated senior representative of each of the parties shall attempt to resolve the dispute on an informal basis.

c. In the event the designated representatives are unable to resolve the dispute by mutual agreement within thirty (30) days of said referral, the dispute shall be referred for mediation through the Commission's Office of Administrative Law Judge. A party may request mediation prior to that time if it appears that informal resolution is not productive.

d. If mediation is not successful, then the matter shall be converted to a formal proceeding before a Commission Administrative Law Judge.

e. Any Party may file a complaint concerning the dispute with the Commission under relevant provisions of the Public Utility Code.

f. Parties alleging violations of these standards may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof consistent with 66 Pa. C.S. §332 (relating to Public Utility Code) in regard to the allegations and may impose penalties for such violations pursuant to 66 Pa.C.S. § 3301.

V. Customer Dispute Procedures Relating to Unauthorized Changes of Suppliers.

1. When a customer contacts Company or a Supplier and alleges that his/her Supplier has been changed without consent, the party contacted shall:

a. Consider the matter a customer registered dispute.

b. Investigate and respond to the dispute consistent with the requirements found in §§56.151 and 56.152 (relating to utility company dispute procedures).

RATE SCHEDULE SATS
SMALL AGGREGATION TRANSPORTATION SUPPLIER SERVICE (Cont.)

2. When the customer's dispute has been filed within the first two billing periods since the customer should reasonably have known of a change of Suppliers and the dispute investigation establishes that the change occurred without the customer's consent, the customer shall not be responsible for any Supplier charges rendered during that period. If the customer has made payments during this period, the Supplier responsible for initiating the change of supplier shall issue a complete refund within 30 days of the close of the dispute. The refund or credit provision applies only to the natural gas supply charges.

3. A customer who has had a Supplier changed without having consented to that change shall be switched back to the original Supplier for no additional fee. Any charges involved in the switch back to the prior Supplier shall be the responsibility of the Supplier that initiated the change without the customer's consent.

4. Should a customer file an informal complaint with the Commission alleging that the customer's Supplier was changed without the customer's consent, the Bureau of Consumer Services will issue an informal decision that includes a determination of customer liability for any Supplier bills or administrative charges that might otherwise apply, rendered since the change of the Supplier.

5. The provisions of this section do not apply in instances when the customer's service is discontinued by the Supplier and subsequently provided by the Company because no other Supplier is willing to provide service to the customer.

6. Company and Suppliers shall preserve all records relating to unauthorized change of Supplier disputes for a period of three years from the date the customers filed the dispute. These records shall be made available to the Commission or its staff upon request.

W. Data Security Agreement

Marketers, suppliers, and agents shall execute a Data Security Agreement pursuant to Tariff Rule 33.

(C)

RATE SCHEDULE FOR DAILY METERED LARGE MANUFACTURING TRANSPORTATION SERVICE

DEFINITIONS

- (1) Gas Service Customer - A Gas Service Customer is an entity that is attached to the Company's lines and uses gas in its operations or in its premises;
- (2) DMLMT - Daily Metered Large Manufacturing Transportation
- (3) DMLMT Service Customer - Any entity that has executed a DMLMT Service Agreement with the Company for transportation of gas by the Company.

AVAILABILITY OF SERVICE

If all of the qualifications (a) through (e) set forth below are met, any entity will be considered a DMLMT Service Customer under this Rate Schedule.

- (a) The entity that will receive gas transported by the Company has a volumetric requirement of at least 2 Bcf per year
- (b) A DMLMT service agreement must be executed by the DMLMT Service Customer in the form prepared by the Company (the "Service Agreement");
- (c) The DMLMT Service Customer has obtained, or has agreed to obtain, a supply of gas, of a quality acceptable to the Company, from any source of gas;
- (d) The DMLMT Service Customer has made, or has caused to be made, arrangements by which such volumes of gas can be delivered, either directly or by displacement, on a firm or interruptible basis, into the Company's distribution system; and
- (e) If facilities are required for furnishing of DMLMT service, in addition to facilities that are required for furnishing of gas service, to a Gas Service Customer, the DMLMT Service Customer shall have paid, in full, for any additional facilities required to be constructed for furnishing of DMLMT service, which payment shall not

be subject to refund under any circumstances. As deemed necessary by the Company in its sole discretion, the DMLMT customer shall be required also to pay, in full, for costs of installing daily metering and communications equipment selected by the Company which will enable the Company to obtain each day meter readings of the volume of gas delivered to the Company or to another point or points acceptable to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day. In addition, with regard to daily metering and communications equipment, the Customer shall pay an amount of money to provide for recovery of the present value of the carrying cost of income taxes on the payment for daily metering and communications equipment. Such carrying cost arises from the delay between federal and Pennsylvania income taxation and income tax deductions over the tax life of the equipment and a further amount equal to 72.67% of the carrying cost (based on present income tax rates). If additional facilities are required for furnishing of gas service, Customer's payment for additional facilities required for furnishing of gas service shall be governed by Tariff Rule No. 3, "Extension of Facilities", and Tariff Rule No. 5, "Service Lines."

CHARACTER OF SERVICE

Gas, of a quality acceptable to the Company, owned by a DMLMT Service Customer and delivered, either directly or by displacement, into the Company's distribution system, will be transported, by the Company, to the delivery point designated by the DMLMT Service Customer.

TERM OF SERVICE AGREEMENT

If the requirements of this Rate Schedule are met, the Company shall enter into a Service Agreement with the customer for a term that will be established in the Service Agreement. However, the Company may terminate a Service Agreement at an earlier date as provided by law or the provisions of this Tariff.

RATE SCHEDULE FOR DAILY METERED LARGE MANUFACTURING TRANSPORTATION SERVICE
(cont'd)

MONTHLY RATES

For transportation of gas to Large Industrial Manufacturing Customers,
the monthly rate for transportation shall be:

\$0.5993 per Mcf.

Provided, however, that the Company, in its sole discretion, may reduce by contract the portion of the above rates applicable to the Customer that is for recovery of gas costs or the portion of the rate for recovery of non-gas costs of service if it is reasonably necessary to do so to meet competition from another supplier of energy including gas from another supplier of gas that has constructed, or could construct, facilities to deliver supplies of gas to a Gas Service Customer of the Company without use of the Company's facilities or another transportation of gas. The Company will reduce the applicable rate only if:

- (a) Either (1) the Customer has facilities in place and operable to use an alternative fuel or obtain gas from an alternative supplier or (2) in the Company's judgment, such facilities would be constructed;
- (b) Volumes of gas that would be transported by the Company would be displaced by an alternate fuel or an alternative source of gas unless the Company reduces its transportation rate;
- (c) The Company will not reduce the rate for transportation service below the level necessary to transport gas; and
- (d) In the Company's judgment the DMLMT Service Customer has taken all reasonable steps to minimize the cost of gas supplies delivered to the Company's system in order to help meet competition.

Where the above criteria are met, the Company may, in its discretion enter into an agreement setting either: (1) a fixed transportation rate or (2) the basis for determining the transportation rate, for the period of the Service Agreement, which will specify which portion of the rate is being reduced.

Volumes delivered as transportation service pursuant to this rate schedule shall be subject to State Tax Adjustment Surcharge and DSIC - (C)
Distribution System Improvement Charge

CHARGES FOR TRANSPORTATION BY OTHERS

If furnishing service, pursuant to this Rate Schedule, requires the use of a transportation service provided other than by the Company, any cost incurred by the Company, with regard thereto, shall be billed to DMLMT Service Customer by the Company.

(D) Indicates Decrease
(I) Indicates Increase

(C) Indicates Change

CHARGES UNDER OTHER RATE SCHEDULES

The Gas Service Customer receiving gas transported by the Company under this rate schedule shall pay all charges under all other applicable rate schedules and riders, irrespective of whether such Customer, in any billing period, receives only gas transported by the Company, and such Customer shall pay rates under all other applicable rate schedules for any service furnished to the Customer in addition to transportation service under this Rate Schedule. The DMLMT Customer shall be charged the customer charge under Rate Schedule LIS. The Customer may receive service under Rate Schedule LIS if the Customer so requests and the Company has sufficient gas supply available, and other customers or the Company would not be harmed by the Company providing this service to the Customer.

CHARGES FOR OVERDELIVERIES

As used in this Rate Schedule, "overdeliveries" shall mean the cumulative amount by which the volume of gas delivered to the Company for the Customer's account, since the commencement of transportation service by the Company for the Customer under any rate schedule, after adjustment for line losses and after elimination of volumes purchased from the Customer by the Company, exceeds the total amount of transportation service volumes taken by the Customer from the Company under any rate schedule since the commencement of transportation service for the Customer by the Company. Such cumulative overdelivery balance shall be computed each day, and the rates set forth below shall be applied to the maximum daily overdelivery volume occurring during the billing month.

If the DMLMT Service Customer in any billing month has overdeliveries in excess of two percent of the volume of gas transported for the customer in the billing month, the Customer shall be subject to additional charges each billing month. For a maximum daily overdelivery volume up to 37% of the volume of DMLMT service gas transported to the Customer by the Company in the billing month, the charge for overdeliveries shall be \$0.6351 per Mcf in excess of two percent of the volume of gas transported for the customer in the billing month.

For overdeliveries equal to or more than 37% of the volume of DMLMT service gas transported to the Customer by the Company during the billing month, the charge for such excess overdeliveries shall be \$0.7624 per Mcf.

The Company may reduce or eliminate the overdelivery charges and may modify the operational flow order's and daily delivery quantity ("DDQ") requirements of customers receiving service under this rate schedule in order to meet the competitive circumstances for alternative fuels or bypass situations as set forth in this Service Classification.

OPERATIONAL FLOW ORDERS

The Company may also issue OFOs which apply to transportation customers receiving service under this rate schedule as follows:

A Restriction on Access to Daily Metered Imbalances

OFOs may be issued to customers receiving service under this rate schedule to assure that adequate supplies are delivered to the Company. During such period, DMLMT customers shall not be permitted to use banked gas to cover daily underdeliveries in excess of the 2% tolerance during the term of the OFO. Furthermore, in the event an OFO is issued, metered usage in excess of 102% of confirmed deliveries on behalf of the DMLMT customer to Distribution's city gate, less line loss, shall be deemed a sale of gas by the Company to the customer. All provisions related to the price for such sales, including charges under Rate SB-Standby Service, shall apply.

B. Waiver of Overdelivery Charges

The Company may, in its discretion, waive DMLMT overdelivery charges during or following colder than normal periods and to waive undelivery premiums during or following warmer than normal periods.

MAXIMUM DAILY QUANTITY

The "Maximum Daily Quantity" shall be the maximum volume of gas, expressed in Mcf, as set forth in a DMLMT Service Customer's Service Agreement, may be delivered into the Company's distribution system, during any twenty-four hour period, for transportation by the Company to such Customer as transportation service under this rate schedule. The Company, in its sole discretion and upon request of a DMLMT Service Customer, may agree to receive and to transport, during any twenty-four period, a volume in excess of the Maximum Daily Quantity as set forth in a transportation Service Customer's Service Agreement. During any hour of any twenty-four hour period, the Company shall not be required to receive and to transport more than 1/24 of the Maximum Daily Quantity as set forth in a Transportation Service Customer's Service Agreement.

BILLING

Monthly charges, for transportation service pursuant to this rate schedule, are subject to the Late Payment Charges set forth in Section 16 of the Rules and Regulations of this Tariff.

SPECIAL PROVISIONS

A. The volume of gas delivered into the Company's distribution system, on any day in behalf of Transportation Service Customers for transportation service pursuant to this Rate Schedule, shall be determined by meters and as provided in B, below, at the delivery points specified in the Service Agreement or to another point or points acceptable to the Company.

If any such point of delivery is also a point at which the Company buys or exchanges gas for the Company's own account through the same meter, the volume of gas delivered into the Company's distribution system, in behalf of Transportation Service Customers for transportation service, shall be deemed to be the volume scheduled by the Company and such Customers to be delivered in behalf of such Customers, at such point on such day, determined after the adjustment provided in B, below, but shall not be more than the total amount actually delivered, determined after the adjustment provided in B below, through such meter into the Company's distribution system at such point on such day.

B. To compensate for line losses, the volume of gas delivered into the Company's distribution system, shall be determined for purposes of this Rate Schedule to be equal to the greater of 99.5% of the amount indicated by a meter at the point of delivery into the Company's distribution system or the rate as set forth in Rate Schedule DMT Special Provisions B, Page No.116; provided however, that, where the only Company facilities involved in transporting gas to the Gas Service Customer are meters, meter installations, house regulators, house regulator installations and industrial measuring and regulating station equipment, no amount shall be deducted as compensation for line losses. (C)

C. Service under this Rate Schedule may be interrupted during periods of supply shortages but only based upon the schedule of priority of curtailment set forth in section 26 of the Rules and Regulations of this tariff.

D. Transportation service under this Rate Schedule may be interrupted or curtailed whenever, in the event of a sudden and unforeseen supply deficiency, the Company invokes emergency curtailment provisions under Tariff Rule 26.

(C) Indicates Change

E. In the event of interruption or curtailment of transportation service, pursuant to items C and D, above, and during such period of interruption or curtailment, the DMLMT Service customer must sell to the Company all or a portion of the DMLMT Service Customer's supply of gas at the higher of (1) the Transportation Service Customer's cost of purchased gas at the point of delivery to the Company or (2) the Company's average cost of purchased gas per Mcf, as determined based upon the Company's Section 1307(f) Rate which is \$5.8582.

(D)

F. If a Gas Service Customer receiving gas transported by the Company uses less than the amount of gas delivered into the Company's system for transportation to such Customer ("excess deliveries"), the Gas Service Customer receiving gas transported by the Company may use such gas during the banking/balancing period defined below, following which the Company shall have the right, but not the obligation, to purchase remaining excess deliveries of gas from the DMLMT Service Customer at a rate equal to the lowest of (1) the cost at which it was acquired by the DMLMT Service Customer, including pipeline transportation charges, or (2) the Company's average commodity delivered cost of gas to National Fuel Gas Supply Corporation, or (3) the Company's average commodity cost of locally-produced gas during the month when excess deliveries were received by the Company. The cost at which the DMLMT Service Customer acquired the gas will be determined from such Customer's contract with the supplier or by a sworn affidavit setting forth the Customer's cost of gas, including cost of delivery of such gas to the Company's system. Upon request by the Company, the DMLMT service Customer will be required to furnish to the Company the DMLMT Service Customer's choice of (1) a copy of this contract or (2) an affidavit. The banking/balancing period shall be the three billing months after the billing month in which the Company received excess deliveries in behalf of the Customer.

G. "Underdeliveries" are volumes of gas taken from the Company by a Gas Service Customer in excess of the sum of (1) any excess deliveries of the customer at the beginning of the day and (2) the volume of gas delivered to the Company for the customer's account, after adjustment for line losses less volumes of gas determined to be sales by the Company to the customer. Cumulative underdeliveries, as determined each day, in excess of two percent of the volume of gas delivered by the Company to the customer that day, shall be a sale of gas by the Company to the customer under the applicable rate schedule plus applicable surcharges as set forth in Rate Schedule SB Special Provisions and shall not be recharacterized as transportation service under any circumstances. Cumulative underdeliveries of not more than two percent of the volume of gas delivered to a customer by the Company on any day may be offset by volumes of gas delivered to the Company for the customer's account, after adjustment for line losses, in excess of the volume of gas taken by the customer from the Company on subsequent days within the same billing month.

(D) Indicates Decrease

(I) Indicates Increase

H. Service under this rate schedule shall be available only to the extent that there is sufficient capacity for such service in those portions of the Company's system affected by providing of transportation service including but not limited to, that portion of the Company's system where gas is delivered to the Company and that portion of the Company's system where gas is delivered to the Customer. In determining the Company's ability to provide transportation service, sufficient capacity in the Company's system shall be assumed. If service shall not be supplied, based upon insufficient capacity, the burden shall be on the Company to prove the capacity limitation.

I. Where gas is received by the Company for transportation service pursuant to this Rate Schedule, title to such gas shall remain vested in the Transportation Service Customer for which such gas was received for transportation. The Company's furnishing transportation service for a Transportation Service Customer shall be complete upon delivery of gas received for transportation service, except as provided in E and F, above.

J. The Company shall not be liable, under any circumstances or in any respect, to a Gas Service Customer, Transportation Service Customer, a producer of gas or any other person or entity for damages arising either directly or indirectly from interruption, curtailment or termination of transportation service.

K. Revenues produced by charges to DMLMT customers for overdeliveries of transportation gas to such customers shall be treated in accordance with Paragraph (b)(11) of Rider "A".

L. Customers who contract for transportation service under this Rate Schedule shall have the right thereafter to purchase gas from the Company only to the extent that they have contracted for firm service under Rate Schedule SB for Standby Service. Purchases of gas from the Company by transportation service customers under this rate schedule shall be subject to both the charges under the applicable sales rate schedule and all provisions of the Rate Schedule SB, including the Special Provisions.

M. The Company may establish a BTU conversion factor in the DMLMT service agreement for volumes of gas to be received by the Customer at a factor different from the system average BTU conversion factor applied to other transportation customers.

N. Customers who elect to schedule their own gas supplies via Company's internet accessible Transportation Scheduling System and/or wish to access and/or obtain each day meter readings of the volume of gas delivered to the Company for the Customer's account and the volume of gas from the Company used by the Customer each day shall execute a Data Security Agreement pursuant to Tariff Rule 33. (C)

(C) Indicates Change

RIDER A
SECTION 1307(F) PURCHASED GAS COSTS
PROVISION FOR RECOVERY OF PURCHASED GAS COSTS

Rates for each Mcf (1,000 cubic feet) of gas supplied under Residential, Low Income Residential Assistance Service, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial, Large Volume Industrial LBS and Natural Gas Vehicle Service rate schedules of this tariff, shall include \$3.8818 per Mcf for recovery of purchased gas commodity costs, calculated in the manner set forth below, pursuant to Section 1307(f) of the Public Utility Code. (I)

Rates for each Mcf (1,000 cubic feet) of gas supplied under Residential, Commercial and Public Authority, Small Volume Industrial Service, Intermediate Volume Industrial, Large Volume Industrial Service, Large Industrial Service and Standby Service rate schedules of this tariff, shall include \$1.9475 per Mcf for recovery of purchased gas demand costs, calculated in the manner set forth below, pursuant to Section 1307(f) of the Public Utility Code. (I)

Rates for each Mcf (1,000 cubic feet) of gas transported under the Small Aggregation Transportation Customer Rate Schedule shall include \$0.4402 per Mcf for the recovery of purchased gas demand costs. (D)

Such rates for gas service shall be increased or decreased, from time to time, as provided by Section 1307(f) of the Public Utility Code and the Commission's regulations, to reflect changes in the level of purchased gas costs.

The amounts per Mcf for recovery of purchased gas costs (commodity and demand) included in rates under each rate schedule of the tariff are as follows:

	Distribution		Gas Adjustment	Natural Gas	
	<u>Total</u>	<u>Charges</u>	<u>Charge</u>	<u>Supply Charge</u>	
Residential	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Low Income Residential Assistance Service	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Commercial/Public Authority	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Small Volume Industrial	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Intermediate Volume Industrial	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Large Volume Industrial	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Large Industrial	\$6.0653	\$0.4207	\$0.2036	\$5.4410	(D)
Standby	\$0.5991				(I)
Priority Standby	\$1.2597				(I)
Small Aggregation Transportation Customer Rate Schedule	\$0.4207	\$0.4207			(D)

(I) Indicates Decrease

(I) Indicates Increase

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 67 to
Gas - Pa. P.U.C. No. 9
First Revised Page No. 147A
Canceling Original Page No. 147A

RESERVED FOR FUTURE USE

NATIONAL FUEL GAS
DISTRIBUTION CORPORATION

Supplement No. 67 to
Gas - Pa. P.U.C. No. 9
First Revised Page No. 147B
Canceling Original Page No. 147B

RESERVED FOR FUTURE USE

COMPUTATION OF PURCHASED GAS COMMODITY COSTS PER MCF INCLUDED IN NATURAL GAS
SUPPLY CHARGES

Purchased gas commodity costs, per Mcf, shall be computed to the nearest one-hundredth cent (0.01¢) in accordance with the formula set forth below:

$$PGCC = \frac{(CC)}{(S)}$$

Purchased gas commodity costs, so computed, shall be included in Natural Gas Supply Charge rates charged to customers for gas service under the Residential, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial and Large Volume Industrial LBS Service rate schedules for an initial period determined by the Commission and for consecutive twelve month periods beginning August 1 of each year thereafter, unless such period is revised by the Commission. The amount of purchased gas commodity costs, per Mcf, will vary, if appropriate, based upon annual filings, by the Company, pursuant to Section 1307(f) of the Public Utility Code and such supplemental filings as may be required or be appropriate under Section 1307(f) or the Commission's regulations adopted pursuant thereto.

In computing purchased gas commodity costs, per Mcf, pursuant to the formula, above, the following definitions shall apply:

"PGCC" - purchased gas commodity costs determined to the nearest one-hundredth cent (0.01¢) to be included in rates for each Mcf of gas supplied under Residential, Low Income Residential Assistance Service, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial, Large Volume Industrial LBS and Natural Gas Vehicle Service rate schedules of this tariff.

"CC" - the estimated current commodity cost of gas including all associated hedging costs and deferrals, shall be determined as follows: (a) for all type of purchased gas, project the commodity cost for each purchase (adjusted for net current gas stored) for the projected period when rates will be in effect plus (b) the arithmetical sum of (1) the projected book value of noncurrent gas at the beginning of the computation year minus (2) the projected book value of noncurrent gas at the end of the computation year. This factor shall include no amount for purchased gas demand or winter requirement charges of an interstate pipeline company.

(C) Indicates Change

"S" - projected Mcf of gas to be billed to customers under the commodity charges of the Residential, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial and Large Volume Industrial LBS Service rate schedules of this tariff during the period when rates will be in effect.

COMPUTATION OF PURCHASED GAS DEMAND COSTS PER MCF OF GAS INCLUDED IN NATURAL GAS SUPPLY CHARGES UNDER THE RESIDENTIAL, COMMERCIAL AND PUBLIC AUTHORITY, SMALL VOLUME INDUSTRIAL, INTERMEDIATE VOLUME INDUSTRIAL, LARGE VOLUME INDUSTRIAL, LARGE INDUSTRIAL AND STANDBY SERVICE RATE SCHEDULES

Purchased gas demand costs, per Mcf, to be included in Natural Gas Supply Charge rates under Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial, Large Industrial and Standby rate schedules shall be computed to the nearest one-hundredth cent (0.01c), in accordance with the formula set forth below:

$$PGDC = \left(\frac{(DC)}{(S - (SBS))} \right)$$

Purchased gas demand costs, so computed, shall be included in the rates charged to customers for gas service, pursuant to the Residential, Commercial and Public Authority, Small Volume Industrial Service, Intermediate Volume Industrial Service, Large Volume Industrial Service, Large Industrial Service and Standby Service rate schedules, for an initial period determined by the Commission and for consecutive twelve-month periods beginning August 1 of each year thereafter unless such period is revised by the Commission. The amount of purchased gas demand costs, per Mcf, will vary, if appropriate, based upon annual filings, by the Company, pursuant to Section 1307(f) of the Public Utility Code and such supplemental filings as may be required or be appropriate under Section 1307(f) or the Commission's regulations adopted pursuant thereto.

In computing purchased gas demand costs, per Mcf, pursuant to the formula, above, the following definitions shall apply:

"PGDC" - purchased gas demand costs determined to the nearest one-hundredth cent (0.01c) to be included in rates for each Mcf of gas supplied under Residential, Commercial and Public Authority, Small Volume Industrial Service, Intermediate Volume Industrial Service, Large Volume Industrial Service, Large Industrial Service and Standby Service rate schedules of this tariff.

"DC" - the estimated current demand cost of gas, determined by projecting, for all types of purchased gas, the total demand and winter-requirement charges from any interstate pipeline company or any other source of gas supply purchased by the Company for the projected period when rates will be in effect less projected current purchased gas demand cost revenue recovered through Distribution charges.

"S" - projected Mcf to be billed to customers during the projected period under the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Industrial and Large Volume Industrial Service rate schedules.

"SBS" - projected Mcf volume to be billed to customers during the projected period under the Standby Service rate schedule.

COMPUTATION OF PURCHASED GAS DEMAND COSTS PER MCF OF GAS INCLUDED IN THE DISTRIBUTION CHARGES UNDER THE SALES RATE SCHEDULES AND THE RATE SCHEDULE SMALL AGGREGATION TRANSPORTATION CUSTOMER SERVICE

Purchased gas demand costs transportation, per Mcf, to be included in Distribution Charges under the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Industrial and Large Volume Industrial Service rate schedules and the Rate Schedule Small Aggregation Transportation Customer Service shall be computed to the nearest one-hundredth cent (0.01c), in accordance with the formula set forth below:

$$\text{PGDCT} = \frac{(\text{DCT} + \text{DEDC})}{(\text{S} + \text{SATCV}) - (\text{SBS})}$$

"PGDCT" - Purchased gas demand costs transportation, per Mcf, to be included in Distribution Charges under the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Industrial and Large Volume Industrial Service rate schedules and the Rate Schedule Small Aggregation Transportation Customer Service.

"DCT" - the estimated current demand cost of gas, determined by projecting, for all types of demand purchased gas capacity costs included in the Distribution Charges for Sales Service Rate Schedules and the Small Aggregation Transportation Customer Service Rates, the total usage, demand and winter-requirement charges from any interstate pipeline company or any other source of gas supply purchased by the Company for the projected period when rates will be in effect.

"DEDC" - experienced net overcollection or undercollection of purchased gas demand costs included in the Distribution Charges. Such experienced net overcollection or undercollection shall be determined for the most recent period permitted under law which shall begin with the month following the last month which was included in the previous over-under collection calculation reflected in rates.

The annual filing date shall be the date specified by the Company's Section 1307(f) tariff filing and not the date established by the Commission for pre-filing of certain information pursuant to 52 Pa. Code Sections 53.64(b)(1) and 53.65.

Supplier demand refunds received for capacity associated with the SATS capacity release provisions will be included in the calculation of the "DEDC" with interest added at the annual rate of six percent (6%) calculated from the month received to the effective month such refund is refunded. All other Supplier demand refunds received will be included in the calculation of the "DE" with interest added at the annual rate of six percent (6%) calculated from the month received to the effective month such refund is refunded.

"S" - projected Mcf to be billed to customers during the projected period under the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Industrial and Large Volume Industrial Service rate schedules.

"SATCV" - projected Mcf to be transported to customers during the projected period under the Small Aggregation and Transportation Rate Schedule.

"SBS" - projected Mcf volume to be billed to customers during the projected period under the Standby Service rate schedule.

COMPUTATION OF OVER AND UNDER COLLECTED PURCHASED GAS COSTS PER MCF OF GAS TO BE INCLUDED IN THE GAS ADJUSTMENT CHARGE UNDER THE RESIDENTIAL, COMMERCIAL AND PUBLIC AUTHORITY, SMALL VOLUME INDUSTRIAL, INTERMEDIATE VOLUME INDUSTRIAL, LARGE VOLUME INDUSTRIAL, LARGE INDUSTRIAL, AND STANDBY SERVICE RATE SCHEDULES

Over and under collected gas costs, per Mcf, to be included in the Gas Adjustment Charge included in rates under Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial, Large Industrial, Small Aggregation Transportation Customer, and Standby rate schedules shall be computed to the nearest one-hundredth cent (0.01c), in accordance with the formula set forth below:

$$\text{GAC} = \frac{(\text{CE} + \text{DE})}{(\text{S1})} \quad (\text{C})$$

In computing the gas adjustment charge, per Mcf, pursuant to the formula above, the following definitions will apply:

"GAC" - gas adjustment charge determined to the nearest one-hundredth cent (0.01¢) to be included in rates for each Mcf of gas supplied under Residential, Low Income Residential Assistance Service, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial, Large Volume Industrial LBS and Natural Gas Vehicle Service rate schedules of this tariff. (C)

"CE" - experienced net overcollection or undercollection of purchased gas commodity costs. For the initial filing, pursuant to 1307(f) of the Public Utility Code, in order to achieve an orderly transition from Gas Cost Rate procedures to Section 1307(f) procedures, such experienced net overcollection or undercollection, to be reflected in rates effective September 1, 1985, shall be the net overcollection or undercollection arising under the Gas Cost Rate procedure. The amount of such net overcollection or undercollection shall include the historic net amount as of March 31, 1985 together with the projected net overcollection or undercollection for the five-month period ending August 31, 1985.

After the transition from the Gas Cost Rate procedures, established pursuant to the Commission's order of October 1, 1978 at M-78050055, (52 Pa P.U.C. 217) as amended, to procedures established pursuant to Section 1307(f) of the Public Utility Code, such experienced net overcollection or undercollection shall be determined for the most recent period permitted under law which shall begin with the month following the last month which was included in the previous over-under collection calculation reflected in rates.

(C) Indicates Change

The annual filing date shall be the date specified by the Company's Section 1307(f) tariff filing and not the date established by the Commission for pre-filing of certain information pursuant to 52 Pa. Code Sections 53.64(b) (1) and 53.65.

Supplier commodity refunds received will be included in the calculation of "CE" with interest added at the annual rate of six percent (6%) calculated from the month received to the effective month such refund is refunded. Supplier commodity refunds will be included in the next quarterly filing after refunds are received pursuant to Case R-2013-2341534.

Pipeline penalty credits will be included in the calculation of "CE" as a credit to purchased gas costs from the month they are received to the effective month "CE" is refunded or collected. (C)

"DE" - experienced net overcollection or undercollection of purchased gas demand costs. For the initial filing, pursuant to 1307(f) of the Public Utility Code, in order to achieve an orderly transition from Gas Cost Rate procedures to Section 1307(f) procedures, such experienced net overcollection or undercollection, to be reflected in rates effective September 1, 1985, shall be the net overcollection or undercollection arising under the Gas Cost Rate procedure. The amount of such net overcollection or undercollection shall include the historic net amount as of March 31, 1985 together with the projected net overcollection or undercollection for the five-month period ending August 31, 1985.

After the transition from the Gas Cost Rate procedures, established pursuant to the Commission's order of October 1, 1978 at M-78050055, (52 Pa P.U.C. 217) as amended, to procedures established pursuant to Section 1307(f) of the Public Utility Code, such experienced net overcollection or undercollection shall be determined for the most recent period permitted under law which shall begin with the month following the last month which was included in the previous over-under collection calculation reflected in rates.

The annual filing date shall be the date specified by the Company's Section 1307(f) tariff filing and not the date established by the Commission for pre-filing of certain information pursuant to 52 Pa. Code Sections 53.64(b) (1) and 53.65.

Supplier demand refunds received will be included in the calculation of "DE" with interest added at the annual rate of six percent (6%) calculated from the month received to the effective month such refund is refunded. Supplier demand refunds will be included in the next quarterly filing after refunds are received pursuant to Case R-2013-2341534.

"S1" - projected Mcf of gas to be billed to customers under the natural gas supply charges of the Residential, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial and Large Volume Industrial LBS Service rate schedules of this tariff during the period when rates will be in effect.

(C) Indicates Change

DETERMINATION OF OVER/UNDERCOLLECTION OF GAS COSTS

The Company shall determine separate commodity cost and demand cost over/undercollections. In computing the experienced over/undercollection of purchased gas demand and commodity costs for a period defined by the Commission, the following procedure shall be used:

- (a) All experienced purchased gas costs, actually incurred by the Company to serve customers pursuant to all rate schedules of this tariff shall be included as costs of purchased gas and shall be identified as demand or commodity costs;
- (b) The following amount shall be included as purchased gas commodity or purchased gas demand revenues for recovery of gas costs:
 - (1) An amount determined by multiplying commodity volumes billed under the Residential, Low Income Residential Assistance Service, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial, Large Volume Industrial LBS and Natural Gas Vehicle rate schedules, for the applicable over/undercollection period, times the PGCC component excluding E Factor; plus
 - (2) An amount determined by multiplying commodity volumes billed under the Residential, Commercial and Public Authority, Small Volume Industrial, Intermediate Volume Industrial, Large Volume Industrial and Large Industrial rate schedules for the applicable over/undercollection period, times the PGDC charge as determined under this rider; plus
 - (3) An amount determined by multiplying demand volumes billed under Rate Schedule SB to LVIS and LIS customers times the PGDC charge; plus

- (4) An amount determined by multiplying gas billing demand units ("Gas BDU") billed under the Commercial and Public Authority Load Balancing Service ("LBS"), Intermediate Volume Industrial LBS, Large Industrial LBS and Large Volume Industrial LBS rate schedules, for the applicable over/undercollection period, times the Rate Per Gas BDU applicable to customers under the LBS rate schedules.
- (5) An amount determined by multiplying commodity volumes billed under the rate schedule for Natural Gas Vehicle Service for the applicable over/under collection period, times the applicable rate applicable to customers under the new Rate Schedule.
- (6) An amount equal to all actual purchased gas costs recovered under the rate schedule Monthly Metered Transportation Service. In computing revenues for recovery of purchased gas costs under this item (6), any adjustment to rates under Special Provision L. of the Rate Schedule for Monthly Metered Transportation Service will be eliminated from the calculation. (C)
- (7) An amount determined by multiplying the volume expressed in Mcf of gas transported under any Load Balancing Service rate schedule times the portion of the Commodity Rate for recovery of purchased gas costs.
- (8) An amount equal to seventy-five percent of the revenues before income taxes from off-system sales over the monthly average commodity cost of gas plus variable transportation costs to deliver the gas to the off-system customer. The monthly average commodity cost of gas shall be defined as the monthly average commodity cost of gas purchases for all supplies scheduled at the beginning of the month; provided, however, that, if an additional unscheduled purchase is made during the month specifically for an off-system sale, such purchase shall be considered to be the gas used to make the off-system sale and the commodity cost of such purchase will be assigned to off-system sales up to the volume of the purchase. Off-system sales for 30-day nonrefundable sales commencing on the first of the month shall be treated as specific purchase sales for determining the cost of gas assigned to the sale. Gas will not be withdrawn from storage to make off-system sales, and the prices charged for off-system sales will not reflect the price attributable to gas withdrawn from storage. Any remaining off-system sale not covered by such unscheduled purchase(s) shall be assigned a gas cost equal to the monthly average commodity cost of scheduled purchases. The Company shall retain the remaining 25%.

(C) Indicates Change

- (9) An amount determined by multiplying volumes billed under the Small Aggregation Transportation Service rate schedule times the PGDCT charge recovered through rates under rate schedule Small Aggregation Transportation Customer Service.
- (10) An amount equal to the revenues from Daily Metered Transportation customers produced by charges for overdeliveries of transportation gas to such customers.
- (11) An amount equal to 75% of the revenues generated from the release of pipeline transmission and storage capacity other than releases for SATS customers. The Company shall retain the remaining 25%.
- (12) An amount equal to 75% of the savings from gas storage fill contracts as established in Case R-0016789. The Company shall retain the remaining 25%.
- (13) An amount equal to 75% of asset management arrangements under FERC Order 712 for capacity releases associated with identified capacity contracts. The Company shall retain the remaining 25%.

Interest shall be computed monthly at the appropriate rate provided for in Section 1307(f)(5) of the Public Utility Code from the month that the over or under-collection occurs to the effective month such over-under collection is refunded or recouped as appropriate.

QUARTERLY UPDATES

The Company's rates for recovery of purchased gas costs will be subject to quarterly adjustments under procedures set forth in the Commission's regulations at 52.Pa. Code § 53.64(i)(5). Such updates will reflect, in addition to data specified in the regulation, changes in the projected commodity cost of purchased gas based upon the NYMEX source of data and method used in projecting the commodity cost of purchased gas approved by the Commission in the Company's most recent annual proceeding for recovery of purchased gas costs under Section 1307(f) of the Public Utility Code. In addition, the Company will calculate rates in the November, February and May quarterly filings using annual sales volumes to determine the purchased gas cost rates as ordered at Docket R-2017-2582461.

The Company's rate for the recovery of purchased gas costs for Monthly Metered Transportation Service will be subject to a quarterly adjustment to reflect changes in the rates of National Fuel Gas Supply Corporation when final rates are approved by the Federal Energy Regulatory Commission.

(C)
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(C) Indicates Change

ADJUSTMENT OF "CE" and "DE" FACTOR AMOUNTS

Each 1307(f) rate shall also provide for refund or recovery of amounts necessary to adjust for over or underrecoveries of "CE" and "DE" factor amounts included in prior 1307(f) rates. In computing the amount to be included for over or undercollection of "CE" and "DE" factor amounts, the amount recovered for "CE" and "DE" factor amounts under the prior 1307(f) rate shall be determined by multiplying the commodity volumes billed under the Residential, Low Income Residential Assistance Service, Commercial and Public Authority, Commercial and Public Authority Load Balancing Service ("LBS"), Small Volume Industrial, Intermediate Volume Industrial, Intermediate Volume Industrial LBS, Large Industrial, Large Industrial LBS, Large Volume Industrial, Large Volume Industrial LBS, and Natural Gas Vehicle Service rate schedules during the applicable 1307(f) period times the portions of the PGCC and PGDC component that provide for recovery of "CE" and "DE" factor amounts, and adding to that product, the amount recovered from Small Aggregation Transportation Customer Service customers for "DE" factor amounts under the prior 1307(f) rate which shall be determined by multiplying the commodity volumes billed under the Small Aggregation Transportation Customer Service rate schedules during the applicable 1307(f) period times the PGDC component that provides for recovery of "DE" factor amounts under the Small Aggregation Transportation Customer Service.

(C)

(C) Indicates change

RIDER B

STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, a surcharge of (D)
(0.17)% will apply to all non-Purchased Gas Cost charges for service rendered
on or after October 1, 2025.

The above surcharge will be recomputed using the same elements (C)
prescribed by the Commission.

- a. Whenever any of the tax rates used in calculation of the surcharge are changed;
- b. Whenever the utility makes effective an increase or decrease in base rates, exclusive of Purchased Gas Cost rates and applicable Rider rates.
- c. On March 31, 1971, and each year thereafter.

The above recalculation will be submitted to the Commission within one (1) day after the occurrence of the event or date which occasions such recomputation; and, if the recomputed surcharge is less than the one in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be one (1) day after filing.

In Compliance with P-2017-2591001 Order entered October 5, 2017, the Company shall file its State Tax Adjustment Surcharge filings on one day's notice.

(I) Indicates Increase

(D) Indicates Decrease

RIDER C
WEATHER NORMALIZATION ADJUSTMENT

Applicability and Purpose:

A Weather Normalization Adjustment ("WNA") shall be applied to bills of customers served under Residential, CAP, and Commercial and Public Authority Rate Schedules, for any bills rendered during the heating season October through May. (C)

Calculation of Adjustment Amount:

The WNA will be applied to October through May billing cycles and shall be calculated on a customer account specific basis in accordance with the formula below:

$$\begin{aligned} \text{WNBC} &= \text{BLMC} + [((\text{NHDD} \pm (\text{NHDD} \times 3\%)) / \text{AHDD}) \times (\text{AMC} - \text{BLMC})] \\ \text{WNAC} &= \text{WNBC} - \text{AMC} \\ \text{WNA} &= \text{WNAC} \times \text{Distribution Charge} \end{aligned}$$

- (a) Weather Normalized Billing Ccfs ("WNBC") will be calculated as the Base Load Monthly Ccfs ("BLMC") added to the product of the Normal Heating Degree Days ("NHDD"), adjusted for a 3% deadband as further discussed below, divided by the Actual Heating Degree Days ("AHDD") and the Actual Monthly Ccfs ("AMC") less the BLMC. Weather Normalized Billing Ccfs (WNBC) will only be calculated if the AMC exceeds the BLMC. WNA will not be applicable for the billing period if AMC is less than the BLMC.
- (b) BLMC shall be established for each customer using the customer's actual consumption from the billing system, measured in Ccfs.
- (c) AMC shall be measured for each customer and billing cycle and will be based on actual or estimated meter readings.
- (d) NHDD shall be based upon the 15-year average (2006-2020) for the given day, as reported by the National Oceanic and Atmospheric Administration (NOAA) for the Erie International Airport weather station.
- (e) AHDD shall be the actual experienced heating degree days during the billing cycle. AHDD shall be based upon experienced actual Gas Day temperatures as reported by the NOAA for the Erie International Airport weather station.
- (f) AMC will be subtracted from the WNBC to compute the Weather Normalized Adjustment Ccfs ("WNAC").
- (g) The WNAC shall then be multiplied by the applicable Rate Schedule Distribution Charge based on service rendered to compute the WNA amount that will be charged or credited to each customer.

(C) Indicates Change

RIDER C
WEATHER NORMALIZATION ADJUSTMENT (Cont.)

- (h) A deadband of 3% shall apply. The WNA for a billing cycle will apply only if the AHDD for the billing cycle are lower than 97% or higher than 103% of the NHDD for the billing cycle.
- (i) The WNA factor shall be calculated by first adjusting the NHDD for the billing cycle by the deadband percentage of 3%. The deadband percentage shall be 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., $AHDD < NHDD$).
- (j) In the event a customer's bill needs to be canceled and rebilled at any time, the WNA will be recalculated using the most recently available data for the billing period. In some cases, updates in data used in the calculation, may result in a different WNA for the billing period.
- (k) The WNA shall be subject to surcharges in accordance with the provisions of Rider B - State Tax Adjustment Surcharge as set forth in this tariff.
- (l) The Company will file reports detailing weather normalization information with the Commission as outlined in the Final Order at the Company's Base Rate Proceeding at Docket No. R-2022-3035730.

(C) Indicates Change

(C)

RESERVED FOR FUTURE USE

(C) Indicates Change

(C)

RESERVED FOR FUTURE USE

(C) Indicates Change

Issued: February 8, 2013

Voluntarily Suspended to May 10, 2013

Effective:

RIDER E
CUSTOMER EDUCATION CHARGE

Effective April 1, 2000, a charge will be included in the rates subject to this Rider to provide for recovery of costs of providing consumer education to inform customers of the changes in the Natural Gas Utility Industry.

The charge will be designed to recover the following customer education costs ("CED costs"):

1. Costs associated with providing information necessary to assist customers in making appropriate choices as to their natural gas service; and
2. Costs associated with any and all consumer education programs as a result of restructuring under the Natural Gas Choice and Competition Act.

APPLICABILITY

In addition to the charges provided in this tariff, a charge calculated in the manner explained below shall be added to the otherwise applicable charge for each Mcf of sales and transportation volumes delivered by the Company to customers receiving service under the Residential, Commercial and Public Authority, SVIS, IVIS, SATC, Former NEHL Residential, Former NEHL Commercial and Public Building, and Former NEHL Industrial rate schedules, or successor rate schedules.

CALCULATION OF RATE

A charge will be recalculated annually based upon deferred and annually projected CED costs.

Effective January 1, 2001, the rate will be calculated to produce a levelized rate reflecting all deferred CED costs, and any actual and expected CED costs for the period from January 1 through December 31 and continue annually thereafter, divided by the total projected volumes of Residential, Commercial and Public Authority, SVIS, IVIS, and SATC rate schedules, for each twelve (12) month period over which this charge will be in effect.

The charge to be included in rates shall be \$0.0000/Mcf.

Effective September 29, 2004 per M-00001326 Secretarial letter Issued June 21, 2004, the rate will be recalculated to remove the third year assessment for state-wide gas consumer education costs. The filing effective September 29, 2004 will not be a reconciled filing.

(I) Indicates Increase
(D) Indicates Decrease
(C) Indicates Change

ANNUAL RECONCILIATION

Commencing January 1, 2002, and annually thereafter, the levelized rate will be adjusted for over/undercollections for the prior twelve (12) month period by comparing projections of CED costs and revenues under this Rider to actual amounts experienced. The annual reconciliation filing to be effective January 1, 2002, and thereafter shall include a reconciliation of actual experienced expenses for the preceding twelve (12) month period ended December 31. All reconciliations shall be based upon actual amounts through October 31 and estimates for November and December. Estimates for November and December shall be reconciled in the following reconciliation period. The rate will be designed to recover or refund the applicable under or over recovery over the twelve (12) month period beginning January 1. Each annual reconciliation shall also provide for refund or recovery of amounts necessary to adjust for over or under recoveries of amounts also included in prior reconciliations. Annual reconciliations for the appropriate periods will be filed in accordance with 66 Pa.C.S. §1307(e) by January 30. (C)

1. Annual Filing

The annual reconciliation and projected annual CED costs shall be filed thirty (30) days prior to January 1 and the recalculated rate shall become effective for service on or after January 1 and annually thereafter. (C)

(C)Indicates Change

Issued: February 8, 2013

Voluntarily Suspended to May 10, 2013

Effective:

RIDER F
CAP DISCOUNT CHARGE

CURRENT CAP RATE DISCOUNT

Effective August 1, 2023, a charge will be included in the rates subject to this Rider to provide for recovery of costs of the projected CAP rate discounts, pre-program arrearage forgiveness, and program costs exclusive of company labor for the upcoming 12 months.

Such charge shall be updated quarterly and effective each February 1, May 1, August 1, and November 1 of the year. The charge will also be updated whenever there is a change to the Residential Sales Service Rate Customer Charge, Distribution Charge, Natural Gas Supply Charge, or Gas Adjustment Charge.

APPLICABILITY

In addition to the charges provided in this tariff, a charge calculated in the manner explained below shall be added to the otherwise applicable charge for each Mcf of sales and transportation volumes delivered by the Company to customers receiving service under the Residential Sales Service Rate Schedule, Former NEHL Residential Service Rate Schedule, and the Residential rates/Former NEHL Residential of the SATC, MMT, and DMT transportation rate schedules.

CALCULATION OF RATE

The charge will be recalculated as specified above.

The charge shall be equal to the total annual projected discounts, pre-program arrearage forgiveness, and program costs exclusive of company labor for CAP customers for the upcoming 12 month period divided by the annual normalized throughput volumes of the qualified rate classes. The total annual projected discounts for the CAP customers for the upcoming 12 month period shall equal the sum of the individual monthly total projected discounts for CAP customers for the upcoming 12 months ("CAP Discount"). The total monthly projected discounts, pre-program arrearage forgiveness, and program costs exclusive of company labor for CAP customers shall equal the residential bill for the average CAP customer consumption for the month multiplied by the average discount percentage for CAP service multiplied by the projected number of CAP customers for the month.

The currently effective charge for the current CAP Discount to be included in rates is \$0.1395/Mcf.

(D)

(D) Indicates Decrease

(I) Indicates Increase

RIDER F
CAP DISCOUNT CHARGE

(C)

CAP FUNDING RECONCILIATION CHARGE

A charge will be included in the rates subject to this Rider to provide for the full recovery of costs in conjunction with the Company's CAP Discounts, program costs, and forgiven pre-program arrearages. Annual reconciliations for the appropriate periods will be filed in accordance with 66 Pa.C.S. §1307(e) by October 30.

(C)

Such charge shall be updated annually and effective each February 1 of the year.

CALCULATION OF RECONCILIATION COMPONENT OF RATE

The charge will have five components; the first associated with the CAP Discount), the second with the CAP program costs, the third with the CAP forgiven pre-program arrearages, the fourth with the incremental customer credit and a fifth with the adjustment for over/under recovery of the prior period charge. The charge will be recalculated as specified above.

(C)

The charge associated with the CAP Discount will contain the following calculation:

(C)

The annual reconciliation charge associated with the CAP Discounts will be based on the previous fiscal year (October through September) actual over/(under) collection determined by comparing discounts provided in bills to CAP customers as compared to discounts billed to Residential customers under this Rider.

(C)

(C) Indicates Change

RIDER F (C)
CAP DISCOUNT CHARGE

CAP FUNDING RECONCILIATION CHARGE (con't.)

CALCULATION OF RECONCILIATION COMPONENT OF RATE (con't)

The charge associated with the CAP program costs will contain the following calculation: (C)

The annual reconciliation charge associated with the CAP program costs will be calculated based on the previous annual fiscal year costs (October through September) to administer the CAP program excluding company labor and benefits less the projected amount included in the rider for the previous fiscal year. (C)

The charge associated with the CAP forgiven pre-program arrearages will contain the following calculation: (C)

The annual reconciliation charge associated with the CAP forgiven pre-program arrearages will be based on the previous annual fiscal year pre-program forgiven arrearages (October through September) associated with the CAP program less the projected amount included in the rider for the previous fiscal year. (C)

(C) Indicates Change

RIDER F
CAP DISCOUNT CHARGE

CAP FUNDING RECONCILIATION CHARGE (con't)
CALCULATION OF RECONCILIATION COMPONENT OF RATE (con't)

The charge associated with the incremental customer credit will contain the following calculation:

Effective February 1, 2009, an annual credit of \$35 per customer will be provided associated with the CAP incremental customers. The credit will be based on the average number of CAP customers billed during the previous fiscal period (October - September) less 9,702. The annual credit will continue until new base rates become effective as a result of a general rate proceeding. If the average number of CAP customers billed during the previous fiscal period is 9,702 or less, the credit will be \$0.

The CAP Funding Reconciliation Charge will be the summation of the charges calculated above divided by the projected February 1 through January 31 volumes.

ADJUSTMENT FOR OVER / UNDER RECOVERY OF PRIOR PERIOD CHARGE

The filing to be effective every February 1 shall include a levelized rate for over/under collections for the prior (12) month period by comparing projected revenues under this Rider to actual revenue amounts experienced. The annual reconciliation shall be based upon actual revenues through December 31 and estimated revenues for January. Estimates for January shall be included in the following reconciliation period. The rate will be designed to recover or refund the applicable under or over recovery over the twelve (12) month period beginning February.

RIDER F CAP Discount Charge Component	\$/Mcf	
Current CAP Discount	\$0.1332	(D)
Cap Funding Reconciliation Charge	\$0.0063	
Adjustment for Over/Under Recovery of Prior Period Charge	\$0.0000	
Total RIDER F	\$0.1395	(D)

The currently effective charge to be included in rates is \$0.1395/Mcf. (D)

(D) Indicates Decrease

(I) Indicates Increase

Rider G
Merchant Function Charge (MFC) Rider

Applicability:

The Merchant Function Charge (MFC) shall be added to the Natural Gas Supply Charge and Gas Adjustment Charge of Residential, CAP, Commercial and Public Authority, SVIS, IVIS, LVIS, LIS rate schedules, the Former NEHL Residential, Former NEHL Commercial and Public Building, and Former NEHL Industrial ., (C)

Such charges shall be updated quarterly and effective each February 1, May 1, August 1, and November 1 of the year. The charge will also be updated whenever there is a change to the Sales Service Rate Customer Charge, Distribution Charge, Natural Gas Supply Charge or Gas Adjustment Charge.

Calculation of Rate:

For customers receiving service in the Residential classification, the MFC shall equal 1.8032% times the Natural Gas Supply Charge and the Gas Adjustment Clause as calculated for Rider A.

The current Residential MFC Charge is:

Natural Gas Supply Charge per Mcf	\$0.0981	(D)
Gas Adjustment clause (E-Factor) per Mcf	\$0.0037	
Total Residential MFC per Mcf	\$0.1018	(D)

For customers receiving service in the Non-Residential classifications, the MFC shall equal 0.3398% times the Natural Gas Supply Charge and Gas Adjustment Clause as calculated for Rider A.

The current Non-Residential MFC Charge is:

Natural Gas Supply Charge per Mcf	\$0.0185	(D)
Gas Adjustment clause (E-Factor) per Mcf	\$0.0007	
Total Non-Residential MFC per Mcf	\$0.0192	(D)

(D) Indicates Decrease

(I) Indicates Increase

Rider H
Gas Procurement Charge (GPC)

APPLICABILITY

Effective June 1, 2013, the Gas Procurement Charge will be included in the Natural Gas Supply Charge of Residential, CAP, Commercial and Public Authority, SVIS, IVIS, LVIS, LIS, Former NEHL Residential, Former NEHL Commercial and Public Building, and Former NEHL Industrial rate schedules. (C)

The charge is designed to recover the costs of procuring natural gas pursuant to 52 Pa. Code §62.223. The natural gas procurement costs included in the GPC charge will only be updated in a base rate case.

The GPC to be included in the Natural Gas Supply Charge shall be \$0.1149 / Mcf and is not reconcilable.

Price To Compare Component	Residential (¢ per 100 cubic feet)	Non Residential (¢ per 100 cubic feet)	
Natural Gas Supply Charge			
Purchased Gas Cost Component (Rider A)	54.410	54.410	
Merchant Function Charge associated with Natural Gas Supply Charge (Rider G)	0.981	0.185	
Gas Procurement Charge (Rider H)	<u>1.149</u>	<u>1.149</u>	
Subtotal Natural Gas Supply Charge	56.540	55.744	
Gas Adjustment Charge			
Purchased Gas Cost Component (Rider A)	2.036	2.036	
Merchant Function Charge associated with Gas Adjustment Charge (Rider G)	<u>0.037</u>	<u>0.007</u>	
Subtotal Gas Adjustment Charge	2.073	2.043	
Total Price To Compare	<u>58.613</u>	<u>57.787</u>	(D)

(D) Indicates Decrease

(I) Indicates Increase

TCJA TEMPORARY SURCHARGE

To implement the effects of the Tax Cuts and Jobs Act (TCJA), on March 15, 2018 the Pennsylvania Public Utility Commission (Commission) issued a Temporary Rates Order at Docket No. M-2018-2641242 directing the utility to file its current base rates and riders as temporary rates, pursuant to Section 1310(d) of the Public Utility Code. 66 Pa. C.S. § 1310(d). Subsequently, on May 17, 2018, the Commission entered Orders in the above case and at Docket No. R-2018-3000527 superseding the March 15, 2018 Temporary Rates Order directing the utility to establish temporary rates as follows:

A negative surcharge will apply as a credit to all customer bills at an equal percentage of non-gas revenue among the various customer classes, exclusive of STAS and automatic adjustment clause revenues, for bills rendered for intrastate service. The credit will be applied on a per Mcf basis, by service class, as indicated in the table below. The total credits provided to customers through this negative surcharge will be reconciled with actual differences in federal income tax expense of a pre- and post-TCJA basis and will remain in place until the Company files and the Commission approves new base rates for the utility pursuant to Section 1308(d) that include the effects of the TCJA tax rate changes. The Company's last Base Rate Case at Docket # R-2022-3035730 included the effects of the TCJA tax rate change. Interest on over or under collections shall be computed monthly at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) from the month that the over or under collection occurs to the mid-point of the recovery period. Upon determination that the negative surcharge, if left unchanged, would result in a material over or under collection, the Company may file with the Commission, on at least 10 days' notice, for an interim revision of the TCJA Temporary Surcharge. The TCJA Temporary Surcharge will be filed with the Commission by September 1 of each year to become effective the following October 1, reflecting estimated TCJA savings for the fiscal year.

(C):

Service Class	Total Rate \$ / MCF
Sales & SATC	
Residential (RSS & CAP)	\$0.00000
Small Comm./Public Authority < 250	\$0.00000
Small Comm./Public Authority > 250	\$0.00000
Large Comm./Public Authority	\$0.00000
Small Volume Industrial Service	\$0.00000
Inter. Vol. Industrial Service	\$0.00000
MMT & DMT	
Residential	\$0.00000
Small Comm./Public Authority < 250	\$0.00000
Small Comm./Public Authority > 250	\$0.00000
Large Comm./Public Authority	\$0.00000
Small Volume Industrial Service	\$0.00000
Inter. Vol. Industrial Service	\$0.00000
Large Volume Industrial Service	\$0.00000
Large Industrial Service	\$0.00000

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RIDER I OPEB TEMPORARY SURCREDIT

Effective October 1, 2021, a one-time bill credit will be applied and a surcredit will be included in the rates subject to this Rider to provide for the pass back of funds collected previously for Other Post Retirement Benefits ("OPEB") expenses that have been deferred for the benefit of ratepayers as a regulatory liability in accordance with the settlement order in Docket # R-00061493.

\$25,000,000 of the OPEB regulatory liability has been reserved to pass back to customers as a one-time bill credit. The bill credit will be applied to customers' bills for active accounts as of October 1, 2021 and in the following amounts per class:

Residential	\$100
C/PA	\$250
Industrial	\$1,500

An additional \$29,000,000 of the OPEB regulatory liability has been reserved to pass back via a surcredit over 5-years (\$5,800,000 per year). The surcredit will apply as a credit to all customer bills at a set allocation percentage equal to the allocation percentage of the Company's base rate increase in Docket # R-00061493 among the various customer classes, exclusive of STAS and automatic adjustment clause revenues, for bills rendered for intrastate service on and after October 1, 2021. The surcredit will be applied on a per Mcf basis, by service class, as indicated in the table below. The surcredit will continue for a period of 5 years without reconciliation. Interest is not applicable to the OPEB balance. The OPEB Temporary Surcredit will be filed with the Commission by October 1 of each year and will be recalculated annually during the 5-year period.

Service Class	Refund Rate Effective 10/1/25	
Sales & SATC		
Residential (RSS & CAP)	(\$0.21239)	
Small Comm./Public Authority < 250	(\$0.10550)	(I)
Small Comm./Public Authority > 250	(\$0.11762)	(I)
Large Comm./Public Authority	(\$0.09274)	(I)
Small Volume Industrial Service	(\$0.06196)	(D)
Intermediate Vol. Industrial Service	(\$0.13411)	(I)
MMT & DMT		
Residential	(\$0.10726)	(D)
Small Comm./Public Authority < 250	(\$0.07788)	(I)
Small Comm./Public Authority > 250	(\$0.10683)	(I)
Large Comm./Public Authority	(\$0.11836)	(I)
Small Volume Industrial Service	(\$0.02116)	(I)
Intermediate Vol. Industrial Service	(\$0.06070)	(I)
Large Volume Industrial Service	(\$0.07097)	(D)
Large Industrial Service	(\$0.01377)	(I)

A total of \$54,000,000 held in a grantor trust will be used for the passback of funds described above. At the conclusion of the 5-year period, the Company will terminate the grantor trust. (C)

The Company is suspending regulatory accounting associated OPEB expense because such costs are \$0 and base delivery rates have been reduced to eliminate the recovery of OPEB expenses. The \$54,000,000 passed back to ratepayers through the one-time bill credit and surcredit mechanisms described above will reduce the regulatory liability due to ratepayers. The remaining regulatory liability balance due to ratepayers will be addressed in the next base rate proceeding.

Of the regulatory liability balance that is not attributed to ratepayers, the Company will immediately record any portion of the balance attributed to the O&M component of any SFAS 106 income that has accumulated since the last base rate proceeding as a reduction to OPEB expense. The remaining regulatory liability balance not attributed to ratepayers is to be transferred into an account separate from the regulatory liability due to ratepayers and be used to reduce the cost of labor charged to capital projects and affiliates over a period of 5 years. Any remaining portion of the regulatory liability after the expiration of the 5-year period will be addressed in the next base rate proceeding.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 5.00% will apply consistent with the Commission Order dated December 5, 2024 at Docket No. P-2022-3034957, approving the DSIC. (I)

1. General Description

A. Purpose: To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Utility with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

B. Eligible Property: The DSIC-eligible property will consist of the following:

- Piping (accounts 365, 367, 374, 376);
- Couplings (account 376);
- Gas services lines (account 380) and insulated and non-insulated fittings (account 378);
- Valves (account 376);
- Excess flow valves (account 376);
- Risers (account 376);
- Meter bars (account 382);
- Meters (account 381);
- Measuring and Regulator Stations (accounts 334,366, 369, 375, 378, 381, 384)
- Industrial and Farm Tap Measuring and Regulating Equipment (account 385)
- Unreimbursed costs related to highway relocation projects where a natural gas distribution company or city natural gas distribution operation must relocate its facilities; and
- Other related capitalized costs (misc accounts)

C. Effective Date: The DSIC will become effective April 1, 2026. (C)

2. Computation of the DSIC

A. Calculation: The initial DSIC, effective January 1, 2025 shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Utility's rates or rate base and will have been placed in service between October 1 to November 30, 2024.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

<u>Effective Date of Change</u>	<u>Date to which DSIC-Eligible Plant Additions Reflected</u>
April 1	December 1 through February 28
July 1	March 1 through May 31
October 1	June 1 through August 31
January 1	September 1 through November 30

B. Determination of Fixed Costs: The fixed costs of eligible distribution system improvements projects will consist of depreciation and pre-tax return, calculated as follows:

1. Depreciation: The depreciation expense shall be calculated by applying the annual accrual rates employed in the Utility's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.

2. Pre-tax return: The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Utility's actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the Utility's last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

C. Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the otherwise applicable rates and charges, excluding amounts billed for the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of STAS.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

D. Formula: The formula for calculation of the DSIC is as follows:

$$\text{DSIC} = \frac{(\text{DSI} * \text{PTRR} + \text{STFT} + \text{Dep} + e)}{\text{PQR}}$$

Where:

- DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes pertaining to property-related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. Code § 168.
- PTRR = Pre-tax return rate applicable to DSIC-eligible property.
- STFT = (State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between accelerated tax depreciation and book depreciation net of federal tax.
- Dep = Depreciation expense related to DSIC-eligible property.
- e = Amount calculated (+/-) under the annual reconciliation feature or Commission audit, as described below.
- PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) including any revenue from existing customers plus netted revenue from any customers which will be gained or lost by the beginning of the applicable service period.

Revenues will be determined as one-fourth of projected annual revenue.

3. Quarterly Updates: Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

4. Customer Safeguards:

- A. Cap:** The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.
- B. Audit/Reconciliation:** The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, *et seq.*, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over-collection. The utility is not permitted to accrue interest on under collections.

C. New Base Rates: The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in the Utility's rates or rate base will be reflected in the quarterly updates of the DSIC.

D. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.

E. All Customer Classes: The DSIC shall be applied equally to all customer classes, except that the Company may reduce or eliminate the DSIC to any customer with competitive alternatives who are paying flexed or discounted rates and customers having negotiated contracts with the Company.

F. Earnings Reports: The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Utility's then most recent Annual or Quarterly Earnings reports show that the Utility would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The utility shall file a tariff supplement implementing the reset to zero due to overearning on one- days' notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.

G. Residual E-Factor Recovery Upon Reset to Zero: The utility shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any overcollection to customers and is entitled to recover any under collections as set forth in Section 4.B. Once the utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.