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February 3, 2012

# VIA EXPRESS MAIL

Rosemary Chiavetta, Secretary Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120

RECEIVED

FEB 3 2012

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Re: Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of Chapter 14; General Review of Regulations; Docket No. L-00060182; COMPLIANCE TARIFF FILING OF UGI CENTRAL PENN GAS, INC.

Dear Secretary Chiavetta:

Consistent with the Commission's Final Rulemaking Order entered June 13, 2011 in the above-captioned proceeding and published in the *Pennsylvania Bulletin* on October 8, 2011, enclosed for filing is the original and three (3) copies of Supplement No. 4 to UGI Central Penn Gas, Inc.'s Tariff – Gas Pa. P.U.C. No. 4, issued as of the date hereof. In accordance with 52 Pa. Code § 53.31, the proposed effective date of this tariff filing is sixty (60) days from the issuance date or April 3, 2012. Also included is a redline document to facilitate review of all tariff language changes in detail.

Should you have any questions concerning this filing, please feel free to contact me at (610) 796-3470. Thank you for your attention to this matter.

Respectfully yours,

Paul J. Szykman Vice President – Rates

Enclosure

Cc: Daniel Mumford, Bureau of Consumer Services (<u>dmumford@state.pa.us</u>) Terrence J. Buda, Law Bureau (<u>tbuda@state.pa.us</u>) Patricia Wiedt, Law Bureau (<u>pwiedt@state.pa.us</u>)

# GAS TARIFF

# INCLUDING THE GAS SERVICE TARIFF

# AND

# THE CHOICE SUPPLIER TARIFF

Rates and Rules Governing the Furnishing of

Natural Gas Service

In

The Territory Described Herein

Issued: February 3, 2012

Effective for service rendered on and after April 3, 2012, in accordance with the Commission's Final Rulemaking Order to amend the provisions of 52 Pa Code, Chapter 56 at Docket No. L-00060182.

Issued By:

Paul J. Szykman Vice President - Rates 2525 N. 12<sup>th</sup> Street, Suite 360 Post Office Box 12677 Reading, PA 19612-2677



FEB 3 2012

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

http://www.ugi.com/CPG/

# NOTICE

This tariff makes changes/decreases in existing rates (See Page 2).

# LIST OF CHANGES MADE BY THIS SUPPLEMENT (Page Numbers Refer to Official Tariff)

# Pages 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 22(a), 31, 32, 33, 34, 35, 40, 62, 64

Tariff language changes in order to comply with revisions to Pa. Code 52 Chapter 56 as a result of the Commission's Final Rulemaking at Docket No. L-00060182 and clarify existing language related to Chapter 56. Associated section renumbering, pagination and index changes have been made.

# Page 32

Section 8.8 High Bill Investigation has been removed consistent with a request from the Commission's Law Bureau to eliminate the associated charge.

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(C) Indicates Change

Automated Meter

### DEFINITIONS - GENERAL

Any fuel other than natural gas. Alternate Fuel:

- Any person, corporation or other entity that (i) desires from the (C) Applicant: Company natural gas or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet lawfully receiving from the Company any service provided for in this Tariff at such location. An Applicant shall become a "Customer" for purposes of this Tariff upon its lawful receipt of service hereunder.
- Authorized Payment (C) An agent expressly authorized by Company to accept payments from Agent: Customers on behalf of Company.
- Metering using technologies that automatically read and collect Reading (AMR): data from metering devices and transfer that data to a central database for billing and other purposes and does not include a Remote Meter Reading Device. All meter readings by an AMR shall be deemed actual readings.
- Ccf: 100 cubic feet of gas. This is a measure of gas usage.
- CFH: Cubic feet per hour.

CCFD: One Hundred Cubic feet per day.

- Chapter 56: The PUC regulations that govern metering, billing and collections for residential gas and electricity service.
- A point of interconnection between the Company's facilities and City Gate: third party source of supply.

The aggregation of the billing determinants of two or more meters Combined Billing: of the same Customer at the same location for billing purposes. This applies to only contiguous properties with the same billing/meter read date.

Consolidated Billing: The aggregation of two or more Customer bills to one bill from different service locations or the same service location for ease of Customer receiving one bill for multiple service locations instead of receiving multiple bills. Each meter will be billed under the applicable Tariff rate and will not be considered combined billing. Customer may be required to pay Company to perform such transactions.

(C)

## DEFINITIONS - GENERAL - CONTINUED

(C)

- Commodity: The gas delivered to a Customer during the billing month.
- Company: UGI Central Penn Gas, Inc.
- Commercial Customer: A Customer who is not classified as an Industrial Customer or a (C) Residential Customer.
- Critical Day: Any day, determined by company in its sole discretion, when variations in supply or demand could jeopardize the safety or reliability of Company's Gas Service.

Customer: See "Applicant".

(C)

(C)

Customer Charge: A monthly charge.

Directive ("DFD"): An order issued by the Company to address system management issues on a non-critical day, including actions necessary to comply with statutory directives and obligations. DFDs will be communicated to affected Customers or NGSs either electronically, by telephone, by facsimile, through the use of the media or by an alternate mutually agreed upon method between the Company and the Customer or NGS. Customers and NGSs must provide the Company with a 24-hour contact for DFDs. Failure to comply with a DFD may result in the Customer or NGS being assessed the penalty charge set forth in Section 19.5.

of Service: The cessation of service with the consent of Customer.

Distribution

Gas Supply or

Discontinuance

- Charges: Charges to recover the costs the Company incurs to provide the services necessary to deliver natural gas to a Customer from the point of receipt into the Company's distribution system.
- Dth (Dekatherm): A measure of the heat content value of gas. Gas usage is determined by multiplying the MCF used by the heat content value of the gas.
- Gas or Natural Gas: A flammable gas meeting PUC heating value and purity requirements that may include natural gas, synthetic natural gas, propane, landfill gas and any and all natural gas substitutes.

Gas Service: The furnishing of gas by the Company at the point of delivery regardless of whether the Customer makes any use of the gas.

Commodity Charge: Charges by an NGS or Supplier of Last Resort to recover the cost of procuring natural gas and delivering it to the Company's facilities for redelivery to Customers.

## DEFINITIONS - GENERAL - CONTINUED

(C)

A Customer engaged in the process which creates or changes raw Industrial Customer: materials or unfinished materials into another form or product. Interruptible Natural gas services that can be temporarily discontinued Service: under terms and conditions specified by Tariff or contract. 1,000 cubic feet of gas. This is a measure of gas usage. MCF: Natural Gas Any person, corporation or other entity that has received a Supplier ("NGS"): license from the PUC to supply natural gas supply services to Customers in the Company's service territory and that has met the additional criteria established by the Company to permit it to provide natural gas supply service to Customers. Non-Critical Day: Any day determined by Company not to be a Critical Day (C)Non-Residential An Applicant not classified as a Residential Applicant. Applicant: Non-Residential A Customer not classified as a Residential Customer, including (C)Customer: a Commercial Customer and an Industrial Customer. A natural person who resides in the premises to which gas (C) Occupant: service is provided. Operational Flow A directive issued by the on a critical day. OFOs will be Order ("OFO"): communicated as soon as reasonably practical to affected Customers or NGSs either electronically, by telephone, by facsimile, through the use of the media or by an alternate mutually agreed upon method between the Company and the Customer or NGS. Customers and NGSs must provide the Company with a 24-hour contact for OFOs. Failure to comply with an OFO may result in the Customer or NGS being assessed the penalty charge set forth in Section 19.5. The outlet of company facilities; usually the meter or regulator Point of Delivery: outlet. The dollar amount charged by the Company, used by Customers Price to Compare: to compare prices and potential savings with other Natural Gas Suppliers. The Pennsylvania Public Utility Commission. PUC:

## DEFINITIONS - GENERAL - CONTINUED

Remote Meter Reading Device:

- A device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside a residence. The term does not include AMR and devices that permit direct interrogation of the meter.
- Residential Applicant: An Applicant who is (1) a natural person at least 18 years of (C) age not currently receiving service who applies for residential service, or (2) an adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term shall not include a Residential Customer who seeks to transfer service within the Company's service territory.
- (C) A Customer who is either (1) a natural person at least Residential Customer: 18 years of age in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for the service, or (2) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested. A Residential Customer shall be further defined to include a Customer receiving the Company's gas service to a single-family dwelling or building, through one meter to four or fewer dwelling units in a multi-family dwelling, or premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired. Residential Customer shall remain a Customer after Discontinuance of Service or Termination of Service until the final bill for service is past due.
- Supplier of Last Resort: The Company or another entity that provides natural gas supply services to Customers that do not elect another supplier or choose to be served by the supplier of last resort, Customers that are refused service from another natural gas supplier, or Customers whose natural gas supplier fails to deliver the required gas supplies. Currently, the Company is the supplier of last resort for all Customers under the terms of this Tariff. Each Customer may only have one supplier of last resort with one exception: The Company shall be under no obligation and shall have no duty to serve as Supplier of Last Resort to any Rate DS, IS, LFD, or XD customers.
- Tariff: The rates, rules, and regulations by which gas service will be provided by the Company to its customers, as may be amended and/or changed from time to time. The Tariff is on file with the PUC and may also be accessed on the Company's website. The Tariff applies to any customer or applicant who receives gas service from the Company.

(C)

(C)

(C)

# DEFINITIONS - GENERAL - CONTINUED

Termination of (C) Service: The cessation of service, whether temporary or permanent, without the consent of Customer. Unauthorized Use (C) of Service: Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral. User Without (C) Contract: A natural person who takes or accepts gas service without the knowledge or approval of the Company, other than the Unauthorized Use of Service as defined above.

(C)

## 1. THE GAS SERVICE TARIFF

1.1 Agreements. No agent or employee of the Company has authority to make any promise, agreement or representation not consistent with this Tariff.

1.2 Waiver of Rights. The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to enforce any of the terms of this Tariff.

1.3 Filing and Posting. A copy of this Tariff is on file with the PUC and is available on Company's website at <a href="http://www.ugi.com/CPG/">http://www.ugi.com/CPG/</a>

1.4 Application of Rates: The rates named in this Tariff are based upon supply to one Customer through one meter at the same or contiguous property. Each service to a different location and/or of a different rate classification shall be billed as a separate Customer. Customers who take service at two or more locations on the same property under the same rate schedule may, by request, have their use of gas combined for billing purposes; Customers electing to take advantage of this rule may do so only at the time initial service is established to the premises and shall pay the cost of all additional service connections required unless, in the Company's sole judgment, the Company's investment in such connections is warranted by the revenue anticipated from the service to be supplied. Customers may not pool together for purposes of qualifying for a rate schedule.

1.5 Liability and Legal Remedies: The Customer will indemnify, defend and hold harmless the Company against all claims, demands, costs or expenses for loss, damage, or injury to person or property in any manner either directly or indirectly connected with or growing out of the supply or use of gas service by the Customer at or on the Customer's side of the point of delivery. Neither the Company nor the Customer will be liable to each other for any act or omission caused either directly or indirectly by strikes, labor troubles, accidents, litigation, federal, state or municipal laws or interference, or other causes not a result of each party's own negligence or intentional misconduct.

#### 2. CONTRACT FOR GAS SERVICE

(C)

2.1 Application for Service. Every Residential Applicant and Non-Residential (C) Applicant for Gas Service must apply through the Company and also may be required to sign a contract.

2.2 Right to Reject. The Company may limit the amount and character of service it will supply. It may reject applications where service is not available, or which might affect service to existing Customers, or for other good and sufficient reasons at the Company's sole discretion.

2.3 Reconnect Charge. If service to a customer is discontinued at the request (C) of the Customer, the Company shall not be under any obligation to resume service to such customer, at the same premises, within twelve (12) months from the date service was discontinued, unless they shall first receive a reconnection charge of \$55.00 for reconnections performed during normal business hours of Monday through Friday. For reconnections outside of normal business hours the fee shall be \$250.00. In addition, if the Customer's service was discontinued at the Customer's request, a payment of the applicable minimum charge for each month that service was discontinued shall be required. A Customer at the same premise who requests seasonal service and has gas shut off and turned on within twelve month period shall be billed an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the twelve month period.

2.4 Use of Gas. The use of gas shall only be for the purpose and in the places identified by the customer in applying for service. The gas supplied by the Company shall not be resold without the express written permission of the Company. In the event that the Customer uses the gas in an improper or unsafe manner, in violation of this Tariff or any applicable federal, state or municipal laws or codes, the Company may immediately terminate service as described in the Service Discontinuation and Termination section of this Tariff. In the event that any loss is sustained as a result of Customer's improper or illegal use of the gas, the Customer agrees to indemnify, defend and hold harmless Company. The Company will not supply gas for any additional equipment, or any increased usage for any Customer, unless request was filed with the Company prior to the connection or increased usage. The Company reserves the right to limit or discontinue Gas Service or charge Customer upgrade installation charges in order to provide additional Gas Service. Customer is responsible for any loss of Gas Service to other Customers caused by failure to register.

2.5 Distribution System Bypass. Unless otherwise provided by contract, if any Customer or potential Customer of the Company bypasses the Company for all or a portion of their Natural Gas Service needs then the Company thereafter shall have no obligation to serve or maintain the gas supply or physical capacity necessary to serve such Customer under regulations specified herein. In addition, to the extent that such Customer continues to purchase natural gas or natural gas transportation service from the Company, the Company shall have the right to charge a negotiated rate for continued, subsequent or standby service that, at a maximum, is established solely by competitive market conditions.

(C)

# 2. CONTRACT FOR GAS SERVICE - Continued

2.6 Conditions Under Which Service Will Be Rendered From Transmission or Gathering Lines. The Company does not undertake or hold itself out to serve Customers from its transmission or gathering lines. Applications for service therefore may, at the election of the Company, be accepted where the lines are being operated in a manner which will permit gas to be served to the applicant without interference with its operations. Applicants, if accepted by the Company, must agree to comply with the Rules and Regulations of the Company and more particularly the following rules applicable to this type of service:

(a) Applicant agrees that service is only offered with the understanding that the Company's line from which gas is to be supplied is not permanent and that service to the applicant 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.

(b) Applicant agrees that the Company may at any time cancel service upon thirty (30) days' written notice to applicant and applicant agrees that upon receipt of such notice of cancellation to immediately discontinue his connection for service within the said thirty (30) day period, and such cancellation and termination of service shall not be construed as an abandonment of service to such Customer within the meaning of the Pennsylvania Public Utility Law.

(c) The applicant agrees to accept the gas at the varying pressures at which the line is operated from time to time and applicant understands that such pressure is not governed by regulators but it is high and low and the applicant expressly assumes the duty of regulating the flow of the pressure of gas delivered to him and he assumes all risks from variation in pressure, defects in pipe, connections and appliances, from the escape and leakage of gas, from the sticking of valves and regulators and from the burning of gas on his premises and from like causes incident to the use of gas.

(d) The Company shall not be liable for any deficiency in the supply of gas caused by the use of compressing stations, breakage of lines, variations in pressure, discontinuance of service or any other causes.

(e) The Company shall not be liable for any damage arising out of this agreement or the service supplied thereto.

(f) Service shall be at the sole risk of the Customer.

#### 3. GUARANTEE OF PAYMENT

(C)

3.1 Deposits for Non-Residential Accounts. A cash deposit may be required (C) from a Non-Residential Applicant to secure payment of bills for regulated distribution service. In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a Non-Residential Customer if the Non-Residential Customer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills. The deposit shall not be more than the bill for regulated distribution service for the estimated usage for one average monthly billing period plus that for the highest billing period within the most recent twelve (12) months with a minimum fifty dollars (\$50.00) deposit.

3.2 Deposits for Residential Accounts. The Company may require a cash deposit (C) from a Residential Applicant or Residential Customer to secure payment of bills for regulated distribution service based upon the following:

(a) A Residential Applicant or Residential Customer whose service was terminated for any of the following reasons:

- (1) Nonpayment of an undisputed delinquent account.
- (2) Failure to complete payment of a deposit, providing a guarantee or establish credit.
- (3) Failure to permit access to meters, service connections or other property of Company for the purposes of replacement, maintenance, repair, or meter reading.
- (4) Unauthorized Use of Service on or about the affected dwelling.
- (5) Failure to comply with the material terms of a payment agreement.
- (6) Fraud or material misrepresentation of identity for the purposes of obtaining utility service.
- (7) Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment.
- (8) Violating tariff provisions on file with the PUC so as to endanger the safety of a person or the integrity of the Company's delivery system.

(b) Any Residential Applicant who is unable to establish creditworthiness to the satisfaction of Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice and specifically assesses the risk of utility bill payment.

(c) A Residential Customer who fails to comply with the material terms or condition of a settlement or payment agreement.

(d) A Residential Customer who has been delinquent in the payment of two (2) consecutive bills, or three (3) or more bills within the preceding twelve (12) months.

(C) Indicates Change

### 3. GUARANTEE OF PAYMENT - Continued

(e) The Company has established separate credit procedures and (C) standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order. These procedures shall be publicly posted on the Company's website and maintained on file in each of the business offices of the Company and made available, upon request, for inspection by members of the public.

3.3. Amount of Deposit for Residential Accounts. For Residential Applicants, (C) the amount of the cash deposit shall not be more than 1/6 of a Residential Applicant's estimated annual bill, with such estimated annual bill determined at the time the deposit is required. In lieu of a cash deposit from a Residential Applicant, the Company may accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3.2 and the terms of the written guaranty are approved in writing by the Company, with such approval not to be unreasonably withheld. For Residential Customers, the amount of the cash deposit shall not be more than the estimated charges for service based on the Residential Customer's prior consumption for the period equal to one average billing period plus one average month, not to exceed two (2) months.

3.4 Payment Period for Deposits.

(a) Any Applicant seeking to establish service at a new or different service location, and any Non-Residential Applicant seeking to reconnect service at the same service location previously terminated or discontinued, shall pay the required deposit in full prior to the provision of service.

(b) Any Residential Applicant or Residential Customer seeking to reconnect service at the same service location previously terminated or discontinued, from whom the Company requires a deposit as a condition of reconnection of service in accordance with 52 Pa. Code § 56.191, shall pay at least 50% of the required deposit prior to the reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after reconnection of service and the remaining 25% billed 60 days after the reconnection of service. Nothing shall preclude the Residential Applicant or Residential Customer from electing to pay the deposit in full before or on the due date.

(c) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date; provided that, a Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the determination by the Company under Section 3.2(c) or (d) above that the deposit is required, with 25% to be billed by the Company 30 days after the determination and the remaining 25% billed 60 days after the determination.

3.5 Deposit Hold Period for Residential Accounts. A timely payment history (C) is established for a Residential Customer when the Residential Customer has paid in full and on time for twelve (12) consecutive months. Company may hold a deposit on a Residential Customer's account until the later of (a) when the Residential Customer establishes a timely payment history or (b) a maximum period of twenty-four (24) months (the "Deposit Hold Period"). At the end of the Deposit Hold Period, Company shall credit the deposit, plus accrued interest, to the Residential Customer's account.

(C)

Original Page 22(a)

## RULES AND REGULATIONS

(C)

(C)

#### 3. GUARANTEE OF PAYMENT - Continued

Deposits credited after the end of the Deposit Hold Period shall first be applied to any past due amounts. If service is terminated or discontinued before the end of the Deposit Hold Period, Company shall deduct any outstanding balance from the deposit and return any positive balance to the Residential Customer within sixty (60) days.

3.6 Refund Provision-Non-Residential Customers. Deposits secured from (C) Non-Residential Customers will be refunded when the Customer discontinues service and has no unpaid bills or at Company's sole discretion.

3.7 Adjustments. The amount of the deposit may be adjusted when there is a (C) change in consumption that will significantly change the amount of the deposit as computed in Rule 3.1 and 3.3.

3.8 Interest on Deposits. Deposits from all Customers shall bear simple (C) interest at the rate of six percent (6%) per annum which will be credited annually to the Customer's deposit or account. Deposits shall cease to bear interest upon termination or discontinuance of the service covered by the deposit.

#### 3.9 Prior Debts.

(a) Non-Residential Accounts. As a condition of furnishing, transferring or reconnecting service to a Non-Residential Applicant or Non-Residential Customer, the Company may require payment of any outstanding balance on any account for which the Non-Residential Applicant or Non-Residential Customer is legally responsible;

(b) Residential Accounts. As a condition of furnishing, transferring or reconnecting service to a Residential Applicant or Residential Customer, the Company may require payment of any outstanding balance which accrued within the past four years on any account for which the Residential Applicant or Residential Customer is legally responsible. The foregoing four-year limitation shall not apply if the outstanding balance includes past due amounts that the Company was not aware of due to Unauthorized Use of Service, fraud or theft; in which case, the Company may require payment of all such past due amounts without regard to the four-year limitation. The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.

(c) The Company may utilize all means of determining an Applicant's or Customer's liability for any outstanding balances, including, but not limited to, the following: (1) use of Company records that contain confidential information previously provided to the Company, (2) information contained on a valid mortgage, lease or deed, (3) other information contained in the Company's records that indicate that the Applicant was an adult Occupant during the time the balances accrued, (4) use of commercially available consumer credit reporting service, (5) use of commercially available skip tracing software that contains records of names and addresses, and (6) use of information contained in credit reporting data utilized by the Company.

#### 8. BILLING AND PAYMENT

8.1 Billing Month. Bills are rendered monthly. The Company normally reads (C) meters monthly. However, at its option, the Company may read meters once every two months. In instances where meters are read every two months, the first month's bill will be based on an estimate of the consumption for the first month of the bi-monthly period. Bills are due when rendered and shall be considered as received by the Customer when left at, or mailed to, the address where service is rendered, or such other address as designated by the Customer. A billing month is the period upon which a Customer's monthly charges and consumption are computed and for which a bill is rendered. For Residential Customers, the billing month is a period of not less than 26 or greater than 35 days. An initial bill for a new Residential Customer may be less than 26 days or greater than 35 days; provided however, if an initial bill exceeds 60 days the Residential Customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty. A final bill due to the discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days. In addition, bills for less than 26 days or more than 35 days shall be permitted if they result from rebilling initiated by the Company or Customer dispute to correct a billing problem. Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the Company.

8.2 Estimated Consumption. When the Company is unable to obtain an actual meter reading because of inability to gain access to the meter, or because of extreme weather conditions, emergencies, equipment failures, work stoppages or any other circumstances, the Company will render appropriately marked estimated bills.

8.3 Application of a Rate Schedule. The Company will compute bills under the rate schedule selected by and for which the customer qualifies. In the event the customer does not select a Rate Schedule, the Company may discontinue service or place the Customer on a rate schedule for which the Customer qualifies.

8.4 Budget Billing. Residential Heating Customers may elect an optional billing (C) procedure which averages the estimated Company regulated service costs over a revolving twelve (12) month Budget Billing plan. These Customers will be billed for the use of gas during the next eleven (11) months beginning with whatever month that they select. Company will review the Budget Billing amount on the fourth (4th), seventh (7th) and tenth (10th) months annually adjusting upward or downward the Budget Billing amount based on actual charges to date and projected charges to the end of the twelve (12) month Budget Billing. The twelfth bill will be for usage for the month, with an adjustment for the difference between payments made and actual charges for gas service for the prior eleven (11) months, inclusive. At the conclusion of the budget billing year, any resulting reconciliation amount exceeding \$100 may be amortized over a twelve (12) month period upon Residential Heating Customer request.

The optional twelve (12) month Budget Billing plan, as described above, is available to Commercial and Industrial Heating Customers provided that at least seventy-five (75) percent of the Customer's total gas consumption is for space heating. If a Customer has an unpaid balance equal to the amount of two (2) Budget Bill Plan bills, billing under this plan may be terminated by the Company.

(C) Indicates Change

Issued: February 3, 2012

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8. BILLING AND PAYMENT - Continued

8.5 Payment Due Date. The due date for payment of Residential Customers' (C) bills shall not be less than twenty (20) days from the date of mailing and fifteen (15) days for a Non-Residential Customer's bill with the exception that bills to the Commonwealth of Pennsylvania, the Government of the United States, or any of their agencies, and elementary and secondary schools shall be due fifteen (15) days after the date of mailing unless otherwise extended to thirty (30) days by mutual agreement. For all billings, if the due date for payment should fall on a Saturday, Sunday, bank holiday or any other day when the offices of the Company where payments are regularly received are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill will not release the Customer from payment obligations.

8.6 Date of Payment for Residential Customers. For payments by mail, (C) the effective date of payment shall be the date of the postmark. For payments made through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. For payments made at a branch office or an Authorized Payment Agent, the effective date of payment shall be the date of actual receipt of payment at that location.

8.7 Late Payment Charge. Late payment charges will be applied as follows to (C) the balance due which is not paid by the due date including amounts billed by the Company on behalf of natural gas suppliers other than the Company. Residential Customers will be charged a late payment charge of one and one half (1 1/2) percent per month on the balance due not paid by the due date; provided that, for a Residential Customer's payment by mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date. Non-Residential Customers will be charged five (5) percent per month on the balance due not paid by the due and an additional one and one half (1 1/2) percent per month for each month thereafter.

8.8 Return Payment Service Charge. The Company may impose a service charge (C) of the greater of thirty-five dollars (\$35.00) or maximum allowed by Commonwealth of Pennsylvania for each check or negotiable instrument(including electronic payment) received in payment of bill(s) which is dishonored and returned by the bank upon which it is drawn.

8.9 Due Date Extension Program. Residential Customers meeting the qualification requirements of the Due Date Extension Program shall, upon written application, have the due date for payment of bills for service to their personal residence extended. To qualify, Applicants must submit proof that their sole source of support, and that of others in their household, is derived from a permanent fixed income plan, issuing monthly checks. Under the program, the due date for payment on a bill normally falling due between the sixth day of the month and the twentieth day of the month. The due date for payment on a bill normally falling due between the first working day after the twentieth of the the the first working day after the twenty-first day of the month and the fifth day of the following month, shall be extended to the first working day after month.

8.10 Application of Payments for Rates RT, NT, and CT. Where Company renders a bill for natural gas supply service on behalf of a Choice Supplier and a partial payment is received, the partial payment shall first be applied to pre-retail access Company balances and then to post-retail access balances.

(C) Indicates Change

(C)

(C)

#### 8. BILLING AND PAYMENT - Continued

In the event a customer has a pre-retail access Company balance, partial payment shall be applied in the following order of priority:

- First to outstanding pre-retail access Company balances, or the installation amount on a payment agreement with Company on this balance; then to
- 2. Current regulated Company charges; then to
- 3. Choice Supplier supply charges; then to
- 4. Non-Basic Service charges; then to
- 5. Hardship Energy Fund contributions.

In the event a Customer develops a post-retail access balance, partial payment shall first be applied to the pre-retail access Company balances in the order of priority specified above. Thereafter, partial payment shall be Company applied in the following order of priority:

- First to outstanding post-retail access Company Balances, or the installation amount on a payment agreement with Company on this balance; then to
- 2. Current regulated Company charges; then to
- 3. Choice Supplier service charges; then to
- 4. Non-Basic service charges; then to
- 5. Hardship Energy Fund contributions.

Where Company renders a budget bill on behalf of a Choice Supplier for Natural Gas Supply service, partial payments shall be applied on a pro rata basis after outstanding pre-retail access balances and post retail access balances have been paid in accordance with the orders of priority specified above. For purposes of this Section, pre-retail access balances means outstanding account balances incurred prior to Customer transferring to Rate RT, NT, and CT.

For purposes of this Section, post-retail access balances means outstanding account balances incurred after Customer transfers to Rate RT, NT, and CT.

#### 9. TERMINATION AND DISCONTINUANCE OF SERVICE

9.1 Termination of Service. The Company may terminate service on reasonable (C) notice and remove its equipment in case of Customer's (i) nonpayment of an undisputed delinquent account, (ii) failure to complete payment of a deposit, provide a quarantee of payment or establish credit, (iii) failure to permit access to meters, service connections or other property for the purpose of replacement, maintenance, repair or meter reading, (iv) failure to comply with the material terms of a payment agreement, or (v) violation of tariff Rules and Regulations. The Company may terminate service without notice for Customer's (i) Unauthorized Use of Service delivered on or about the affected dwelling or premises, (ii) fraud or material misrepresentation of the Customer's identify for the purpose of obtaining service, (iii) abuse of or tampering with the meters, connections or other equipment of the Company, or(v) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system. Prior to restoration of service terminated for any of the foregoing reasons, the Company may require a payment in advance of all arrearages, applicable deposit, and a reconnect charge of \$55.00 for reconnections performed during normal business hours of Monday through Friday. For reconnections outside of normal business hours the fee shall be \$250.00.

For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for termination during the period of December 1 through March 31: (i) recent pay stubs or W-2 forms, (ii) access card or statement from Department of Public Welfare ("DPW"), (iii) if the Residential Customer has no income, then a notarized statement of how living expenses are managed and paid for, (iv) if a source of income is rental income, then a verified copy of rent receipt(s), (v) if the Residential Customer receives social security payments, pension payments, disability payments, Supplemental Security Income (SSI) payments, or any other source of fixed income with direct deposit, then a copy of bank statement or benefit letter, (vi) child support and/or alimony support verification letter, (vii) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (viii) previous year's income tax statement, (ix) a filed 1099 form showing any interest income, annuity or dividends, and (x) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.

9.2 Discontinuance of Service. Any Customer who is about to vacate any premises supplied with gas service or wishes to have service discontinued for any reason shall give at least seven (7) days written notice to the Company and any non-Customer Occupant of the premises to which service is being supplied, specifying the date on which it is desired that service be discontinued. If a Residential Customer requests a Discontinuance of Service at the Residential Customer's residence, and the Residential Customer and the members of the Residential Customer's household are the only Occupants, the Company may discontinue service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests a Discontinuance of Service at a dwelling other than the Customer's residence, or at a single meter, multi-family residence, whether or not the Customer's residence, the Customer must state in writing (under penalty of law) that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting Discontinuance of Service must be endorsed by all affected Occupants. If the foregoing conditions are not met, the Company may discontinue service at the affected premises upon notice to the affected premises in accordance with Chapter 56. The Customer shall be liable for gas consumed until transfer of the account or the meter shut off. When Discontinuance of Service by Customer is for a period of less than twelve (12) months, the Company may require a payment of customer charges for each month the service has been discontinued in order to have the service restored. (C) Indicates Change

Issued: February 3, 2012

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# 9. TERMINATION AND DISCONTINUANCE OF SERVICE (Continued) (C)

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9.3 If service to any Non-Residential Customer is terminated for the reasons (C) set forth in Section 9.1 (Termination of Service) or discontinued in accordance with Section 9.2 (Discontinuance of Service) hereof, the Company shall not be under any obligation to resume service to the same Customer at the same premises within twelve months unless it shall receive payment of an amount equal to the minimum bill for each month of the intervening period.

## 10. RIDER A

### STATE TAX ADJUSTMENT SURCHARGE

The State Tax Adjustment Surcharge is applicable to the net monthly rates and minimum charges contained in this Tariff. The surcharge shown on Page 35 will be recomputed when a tax rate used in the calculation changes and/or the Company implements a change in rates.

The recomputation of the surcharge will be submitted to the PUC within 10 days after the occurrence of a reason for surcharge recomputation shown above. If the recomputed surcharge is less than the one in effect the Company will, and if more may, submit a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after the filing.

Rider A - State Tax Adjustment Surcharge

Retail Volumes - Rate Schedules R, N, CIAC, and GL-0.05%Transportation Volumes - Rate Schedules DS, LFD, IS, NT, RT, and XD-0.05%

### 12. RIDER C

#### MIGRATION RIDER

This Migration Rider provides for a method under Section 1307 (f) of the Public (C) Utility Code for the recovery of the experienced net over / undercollection of purchased gas costs from Customers who switch from retail service to service under Rate Schedules RT, NT, CT, DS, IS, LFD AND XD and the crediting of the experienced net over / undercollection of purchased gas costs to Customers who switch from Rate Schedules RT, NT, CT, DS, IS, LFD, AND XD to retail service. Except for customers served under Rates RT, NT, and CT, the Company may waive this rider for customers with competitive conditions. Upon Customer request, the Company may also waive this rider for Customers transitioning between Natural Gas Suppliers.

The Migration Rider Rate shall be equal to the current Section 1307(f) Annual E-Factor as approved in the Company's most recent Section 1307(f) natural gas cost proceeding for Customers who switch from retail service to service under Rate Schedules RT, NT, CT, DS, IS, LFD AND XD, and shall be equal to the negative of the same current Section 1307(f) Annual E-Factor for Customers who switch from Rate Schedules RT, NT, CT, DS, IS, LFD, AND XD to retail service. All revenue recovered or credited under this rider will be credited or debited to the Company's Section 1307(f) mechanism. The recovery period for the experienced net over/(under) collection of purchased gas costs from a Customer to whom this rider applies will be one year from the date on which a Customer last switched from retail service to transportation service.

Customers that have received transportation service from the Company for at least twelve consecutive months and switch to retail service under Rate R, N, and CIAC, shall not be charged the associated PGC E-Factor for a period of twelve months.

The currently effective Migration Riders are:

Rate R Customers Switching from PGC - \$(.0849)/Mcf

Rate RT Customers Switching to PGC - \$.0849/Mcf

All Other Customers Switching from PGC - \$(.1417)/Mcf

All Other Customers Switching from PGC - \$.1417/Mcf

(C)

#### RATE N

### GENERAL SERVICE - NON-RESIDENTIAL

### AVAILABILITY

This Rate applies in the entire territory served by the Company and is available to (C) all Non-Residential Customers using gas for any purpose including gas purchased by another public utility for resale. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate N service may not be applied to supplement or back up interruptible service under Rate IS, DS, LFD or XD, except to the extent of needs for plant protection use. The following shall be permitted only as determined by the Company, and subject to reasonable limitations:

(a) Rate N service to a new customer having an annual usage of 3,000 MCF or greater.

(b) Transfers of a customer or customer load having an annual usage of 3,000 Mcf or greater from any other rate schedule to Rate N.

## STANDBY AVAILABILITY

Where service is provided under this Rate to any Non-Residential Customer utilizing (C) natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

MONTHLY RATE TABLE

Customer Charge: \$31.00 per customer

Plus Distribution Charge: \$3.2042/Dth (or \$3.2971/Mcf)

Plus Annual C-Factor

As stated in Section 11 Rider B Section 1307 (F) Purchased Gas Costs

Plus Annual E-Factor

As stated in Section 11 Rider B Section 1307 (F) Purchased Gas Costs

Plus, if <u>Standby</u>: Customer Charge Surcharge: \$8.62 per Customer

Plus

Distribution Charge Surcharge: \$2.44/Dth (or \$2.52/Mcf)

Note: Bills rendered for the October 2011 billing cycle and thereafter shall reflect billing units in Mcf.

(C) Indicates Change Issued: February 3, 2012

#### RATE NT

### GENERAL SERVICE - NON-RESIDENTIAL TRANSPORTATION

#### AVAILABILITY

This Rate applies in the entire territory served by the Company and is available to all Customers who are served by a Choice Supplier receiving service under Rate AG, except residential Customers, using gas for any purpose. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate NT service may not be applied to supplement or back up interruptible service under Rates IS or DS, except to the extent of needs for plant protection use. Service to the same customer under Rate NT and Rates IS or DS and transfers of a customer or customer load from Rates IS or DS to Rate NT shall be permitted only as determined by the Company, and subject to reasonable limitations.

#### STANDBY AVAILABILITY

Where service is provided under this Rate to any Non-Residential Customer utilizing (C) natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

#### MONTHLY RATE TABLE

Customer Charge: \$31.00 per customer

Plus

Distribution Charge: \$3.2042/Dth (or \$3.2971/Mcf)

Plus, if <u>Standby</u>: Customer Charge Surcharge: \$8.62 per Customer

Plus Distribution Charge Surcharge: \$2.44/Dth (or \$2.52/Mcf)

Note: Bills rendered for the October 2011 billing cycle and thereafter shall reflect billing units in Mcf.

MINIMUM CHARGE

The Customer Charge as set forth above.

#### MINIMUM BILL PROVISION

If natural gas service is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to the same Customer at the same premise within twelve months unless it shall receive an amount equal to the minimum charge for each month up to a maximum of twelve months of the intervening period.

# Redline Version of Supplement No. 4 Tariff Changes for UGI CENTRAL PENN GAS, INC.

FEB 3 2012

# Tariff Gas - Pa. P.U.C. No. 4

DEFINITIONS - GENERAL

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

| Applicant:                                | Any person, corporation or other entity that (i) desires from<br>the Company natural gas or any other service provided for in<br>this Tariff at a specific location, (ii) complies completely<br>with all Company requirements for obtaining natural gas or any<br>other service provided for in this Tariff, (iii) has filed and<br>is awaiting Company approval of its application for service, and<br>(iv) is not yet actually-lawfully receiving from the Company any<br>service provided for in this Tariff at such location. An<br>aApplicant shall become a "Customer" for purposes of this Tariff<br>upon its lawful receipt of service hereunder. only after the<br>Company has installed the facilities at the Customer's location<br>which are necessary to provide service to the Customer. For |
|---|---|
|   | residential utility service, the term "Applicant" is further<br>defined as a natural person not currently receiving service who<br>applies for residential service or any adult occupant whose name<br>appears on the mortgage, deed or lease of the property for which<br>the residential utility service is requested.  |
| Authorized Payment<br>Agent:              | An agent expressly authorized by Company to accept payments from Customers on behalf of Company.  |
| Automated Meter<br>Reading <u>(AMR)</u> : | Metering using technologies that automatically read and collect<br>data from metering devices and transfer that data to a central<br>database for billing and other purposes and does not include a<br>Remote Meter Reading Device. All meter readings by an AMR shall be<br>deemed actual readings. The reading from a gas meter accomplished<br>by wireless transmission or electrical impulse transmission<br>without a physical meter read.   |
| Commercial Customer:                      | A <del>non residential customerCustomer</del> who is not classified as an<br>Industrial Customer <u>or a Residential Customer.</u>  |
| Customer:                                 | See "Applicant."  |
| Discontinuance<br>of Service:             | The cessation of service with the consent of Customer.  |
| Non-Residential<br>Applicant:             | An Applicant not classified as a Residential Applicant.   |
| Non-Residential<br>Customer:              | A Customer not classified as a Residential Customer, including a Commercial Customer and an Industrial Customer.  |
| Occupant:                                 | A natural person who resides in the premises to which gas service is provided.  |
| Remote Meter Reading<br>Device:           | A device which by electrical impulse or otherwise transmits<br>readings from a meter, usually located within a residence, to a<br>more accessible location outside a residence. The term does not   |

| include | AMR | and | devices | that | permit | direct | interrogation | of | the |
|---------|-----|-----|---------|------|--------|--------|---------------|----|-----|
| meter.  |     |     |         |      |        |        |               |    |     |

Residential Applicant: An Applicant who is (1) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (2) an adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term shall not include a Residential Customer who seeks to transfer service within the Company's service territory.

Residential Customer: CustomersA Customer who is either (1) a natural person at least 18 years of age in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for the service, or (2) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested. A Residential Customer shall be further defined to include a Customer receiving the Company's gas service to a single-family dwelling or building, through one meter to four or fewer dwelling units in a multi-family dwelling, or premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated gas usage served through a single meter. Service will be supplied only where the Company's facilities are suitable to the service desired. A Residential Customer shall remain a Customer after Discontinuance of Service or Termination of Service until the final bill for service is past due.

Termination of

Service:

The cessation of service, whether temporary or permanent, without the consent of Customer.

Unauthorized Use of Service:

The use of the Company's gas service by (1) receiving the benefits of gas service by failing to contact the Company to establish service in their name or by not calling to disconnect, or (2) receiving gas despite the Company's efforts to terminate service. Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral.

User Without

| Contract: | A natural person who takes or accepts gas service without the     |
|-----------|---|
|           | knowledge or approval of the Company, other than the Unauthorized |
|           | Use of Service as defined above.                                  |

2.1 Application for Service. Every Residential Applicant and Non- $\frac{1}{2}$ Residential Applicant for Gas Service must apply through the Company and also may be required to sign a contract.

2.3 Reconnect Charge. If service to a customer is discontinued at the request of the Customer, the Company shall not be under any obligation to resume service to such customer, at the same premises, within twelve (12) months from the date service was discontinued, unless they shall first receive a reconnection charge of \$55.00 for reconnections performed during normal business hours of Monday through Friday. For reconnections outside of normal business hours the fee shall be \$250.00. In addition, if the eCustomer's service was discontinued at the eCustomer's request, a payment of the applicable minimum charge for each month that service was discontinued shall be required. A Customer at the same premise who requests seasonal service and has gas shut off and turned on within twelve month period shall be billed an amount equal to the minimum charge under the applicable rate for each month service was shut off up to the twelve month period.

3.1 Deposits for Non-R#esidential Accounts. A cash deposit may be required from ana Non-Residential aApplicant to secure payment of bills for regulated distribution service. In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a mNon-Residential eCustomer if the Non-Residential eCustomer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills. The deposit shall not be more than the bill for regulated distribution service for the estimated usage for one average monthly billing period plus that for the highest billing period within the most recent twelve (12) months with a minimum fifty dollars (\$50.00) deposit.

3.2 Deposits for Residential Accounts. At such time as Company determines a deposit is required, Company may require a cash deposit, in an amount not more than the bill for regulated distribution service for the estimated usage of two (2) average monthly billing periods where the average monthly usage is computed as 1/12 of the estimated most recent consumption for a twelve month period from the following with a minimum fifty dollars (\$50.00) deposit The Company may require a cash deposit from a Residential Applicant or Residential Customer to secure payment of bills for regulated distribution service based upon the following:

(a) An <u>Residential</u> Applicant <u>or Residential Customer</u> who previously received service from, and was a Customer of Company, and whose service was terminated for any of the following reasons:

- (1) Nonpayment of an undisputed delinquent account.
- (2) Failure to complete payment of a deposit, providing a guarantee or establish credit.
- (3) Failure to permit access to meters, service connections or other property of Company for the purposes of replacement, maintenance, repair, or meter reading.
- (4) Unauthorized uUse of <u>Service Company's service</u> on or about the affected dwelling.
- (5) Failure to comply with the material terms of a settlement or payment agreement.
- (6) Fraud or material misrepresentation of identity for the purposes of obtaining utility service.
- (7) Tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment.
- (8) Violating tariff provisions on file with the PUC so as to endanger the safety of a person or the integrity of the Company's delivery system.

(b) Any <u>Residential</u> Applicant or <u>Customer</u> who is unable to establish creditworthiness to the satisfaction of Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice <u>and specifically assesses</u> the risk of utility bill payment.

(c) A <u>Residential</u> Customer who fails to comply with the material terms or condition of a settlement or payment agreement.

(d) A <u>Residential Customer customer</u> whothat has been delinquent in the payment of two (2) consecutive bills, or three (3) or more bills within the preceding twelve (12) months. Company shall not be required-to provide service if an Applicant fails to pay the full amount of a cash deposit.

(e) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order. These procedures shall be publicly posted on the Company's website and maintained on file in each of the business offices of the Company and made available, upon request, for inspection by members of the public.

3.3. Amount of Deposit for Residential Accounts. For Residential Applicants, the amount of the cash deposit shall not be more than 1/6 of a Residential Applicant's estimated annual bill, with such estimated annual bill determined at the time the deposit is required. In lieu of a cash deposit from a Residential Applicant, the Company may accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3.2 and the terms of the written guaranty are approved in writing by the Company, with such approval not to be unreasonably withheld. For Residential Customers, the amount of the cash deposit shall not be more than the estimated charges for service based on the Residential Customer's prior consumption for the period equal to one average billing period plus one average month, not to exceed two (2) months.

3.4 Payment Period for Deposits.

(a) Any Applicant seeking to establish service at a new or different service location, and any Non-Residential Applicant seeking to reconnect service at the same service location previously terminated or discontinued, shall pay the required deposit in full prior to the provision of service.

(b) Any Residential Applicant or Residential Customer seeking to reconnect service at the same service location previously terminated or discontinued, from whom the Company requires a deposit as a condition of reconnection of service in accordance with 52 Pa. Code § 56.191, shall pay at least 50% of the required deposit prior to the reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after reconnection of service and the remaining 25% billed 60 days after the reconnection of service. Nothing shall preclude the Residential Applicant or Residential Customer from electing to pay the deposit in full before or on the due date.

(c) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date; provided that, a Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the determination by the Company under Section 3.2(c) or (d) above that the deposit is required, with 25% to be billed by the Company 30 days after the determination and the remaining 25% billed 60 days after the determination.

3.53 Deposit Hold Period for Residential Accounts. A timely payment history is established for a <u>rResidential</u> Customer when the <u>rResidential</u> Customer has paid in full and on time for twelve (12) consecutive months. Company <u>shall may</u> hold a deposit on a <u>rResidential</u> <u>Customer's accountAccount</u> until the later of (a) when the <u>Residential</u> Customer establishes a timely payment history or (b) a maximum period of twenty-four (24) months (the "Deposit Hold Period"). At the end of the Deposit Hold Period, Company shall credit the deposit, plus accrued interest, to the <u>Residential</u> Customer's Aaccount. Deposits credited after the end of the Deposit Hold Period shall first be applied to any past due amounts. If service is terminated or discontinued before the end of the Deposit Hold Period, Company shall deduct any outstanding balance from the deposit and return any positive balance to the <u>Residential</u> Customer<del>customer</del> within sixty (60) days.

3.64 Refund Provision-OtherNon-Residential Customers. Deposits secured from other-than Non-#Residential Customers will be refunded when the Customer discontinues service and has no unpaid bills or at Company's sole discretion.

3.75 Adjustments. The amount of the deposit may be adjusted when there is a change in consumption that will significantly change the amount of the deposit as computed in Rule 3.1 and 3.32.

3.86 Interest on Deposits. Deposits from all Customers shall bear simple interest at the rate of six percent (6%) per annum which will be credited annually to the Customer's deposit or account. Deposits shall cease to bear interest upon termination or discontinuance of the service covered by the deposit.

## 3.9 Prior Debts.

(a) Non-Residential Accounts. As a condition of furnishing, transferring or reconnecting service to a Non-Residential Applicant or Non-Residential Customer, the Company may require payment of any outstanding balance on any account for which the Non-Residential Applicant or Non-Residential Customer is legally responsible;

(b) Residential Accounts. As a condition of furnishing, transferring or reconnecting service to a Residential Applicant or Residential Customer, the Company may require payment of any outstanding balance which accrued within the past four years on any account for which the Residential Applicant or Residential Customer is legally responsible. The foregoing four-year limitation shall not apply if the outstanding balance includes past due amounts that the Company was not aware of due to Unauthorized Use of Service, fraud or theft; in which case, the Company may require payment of all such past due amounts without regard to the four-year limitation. The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.

(c) The Company may utilize all means of determining an Applicant's or Customer's liability for any outstanding balances, including, but not limited to, the following: (1) use of Company records that contain confidential information previously provided to the Company, (2) information contained on a valid mortgage, lease or deed, (3) other information contained in the Company's records that indicate that the Applicant was an adult Occupant during the time the balances accrued, (4) use of commercially available consumer credit reporting service, (5) use of commercially available skip tracing software that contains records of names and addresses, and (6) use of information contained in credit reporting data utilized by the Company.

8.1 Billing Month. Bills are rendered monthly. The Company normally reads meters monthly. However, at its option, the Company may read meters once every two months. In instances where meters are read every two months, the first month's bill will be based on an estimate of the consumption for the first month of the bi-monthly period. Bills are due when rendered and shall be considered as received by the Customer when left at, or mailed to, the address where service is rendered, or such other address as designated by the Customer. A billing month is the period upon which a Customer's monthly charges and consumption are computed and for which a bill is rendered. For Residential Customers, #the billing month is a period of not less than 26 or greater than 35 days. An initial bill for a new Residential Customer may be less than 26 days or greater than 35 days; provided however, if an initial bill exceeds 60 days the ratepayer-Residential Customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty. A final bill due to the discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days. In addition, bills for less than 26 days or more than 35 days shall be permitted if they result from rebilling initiated by the Company or Customer dispute to correct a billing problem. Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the Company.

8.4 Budget Billing. Residential Heating Customers may elect an optional billing procedure which averages the estimated Company regulated service costs over a revolving twelve (12) month Budget Billing plan. These Customers will be billed for the use of gas during the next eleven (11) months beginning with whatever month that they select. Company will review the Budget Billing amount on the fourth (4th), seventh (7th) and tenth (10th) months annually adjusting upward or downward the Budget Billing amount based on actual charges to date and projected charges to the end of the twelve (12) month Budget Billing. The twelfth bill will be for usage for the month, with an adjustment for the difference between payments made and actual charges for gas service for the prior eleven (11) months, inclusive. At the conclusion of the budget billing year, any resulting reconciliation amount exceeding \$100 may be amortized over a twelve (12) month period upon Residential Heating Customer request.

The optional twelve (12) month Budget Billing plan, as described above, is available to Commercial and Industrial Heating Customers provided that at least seventy-five (75) percent of the Customer's total gas consumption is for space heating. If a Customer has an unpaid balance equal to the amount of two (2) Budget Bill Plan bills, billing under this plan may be terminated by the Company.

8.5 Payment Due Date. The due date for payment of  $\neq$ Residential <u>Customers'</u> bills shall not be less than twenty (20) days from the date of mailing and fifteen (15) days for a <u>mNon-fResidential Customer's</u> bill with the exception that bills to the Commonwealth of Pennsylvania, the Government of the United States, or any of their agencies, and elementary and secondary schools shall be due fifteen (15) days after the date of mailing unless otherwise extended to thirty (30) days by mutual agreement. For all billings, if the due date for payment should fall on a Saturday, Sunday, bank holiday or any other day when the offices of the Company where payments are regularly received are not open to the general public, the due date shall be extended to the next business day. Failure to receive a bill will not release the Customer from payment obligations.

8.6 Date of Payment for Residential Customers. For payments by mail, the effective date of payment shall be the date of the postmark. For payments made through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. For payments made at a branch office or an Authorized Payment Agent, the effective date of payment shall be the date of actual receipt of payment at that location.

8.76 Late Payment Charge. Late payment charges will be applied as follows to the balance due which is not paid by the due date including amounts billed by the Company on behalf of natural gas suppliers other than the Company. Residential Customers will be charged a late payment charge of one and one half (1 1/2)\_percent per month on the balance due not paid by the due date.; provided that, for a Residential Customer's payment by mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date. Non-Residential Customers will be charged five (5) percent per month on the balance due not paid by the due and one half (1 1/2) percent per month for each month thereafter.

8.87—\_\_\_Return Payment Service Charge. The Company may impose a service charge of the greater of thirty-five dollars (\$35.00) or maximum allowed by Commonwealth of Pennsylvania for each check or negotiable instrument(including electronic payment) received in payment of bill(s) which is dishonored and returned by the bank upon which it is drawn.

8.8 High Bill Investigation. Any Customer-requesting an on-site-high bill investigation will be assessed the Company's service charge fee of \$110.00 for Residential Customers, and \$124.00 for Commercial Customers. If a meter-error is detected as a result of the high bill investigation, the high bill investigation-fee shall be waived.

9.1 Discontinuance for Default (Termination of Service.) The Company may discontinue terminate service on reasonable notice and remove its equipment in case of Customer's (i) nonpayment of an undisputed delinquent account, (ii) failure to complete payment of a deposit, provide a guarantee of payment or establish credit, (iii) failure to permit access to meters, service connections or other property for the purpose of replacement, maintenance, repair or meter reading, (iv) failure to comply with the material terms of a payment agreement, or (v) violation of tariff Rules and Regulations.non-payment of Company regulated charges or for violation of Rules and Regulations. The Company will discontinue service for non payment of undisputed Company regulated charges, whether or not the Company bills for charges for Choice Supplier. The Company may terminate discontinue service without notice for Customer's (i) Unauthorized Use of Service delivered on or about the affected dwelling or premises, (ii) abuse, fraud or material misrepresentation of the Customer's identify for the purpose of obtaining service, (iii) abuse of or tampering with the meters, connections or other equipment of the Company, or (v) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system. Prior to restoration of service discontinued terminated for any of these foregoing reasons, the Company may require a payment in advance of all arrearages, applicable deposit, and a reconnect charge of \$55.00 for reconnections performed during normal business hours of Monday through Friday. For reconnections outside of normal business hours the fee shall be \$250.00.

For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for termination during the period of December 1 through March 31: (i) recent pay stubs or W-2 forms, (ii) access card or statement from Department of Public Welfare ("DPW"), (iii) if the Residential Customer has no income, then a notarized statement of how living expenses are managed and paid for, (iv) if a source of income is rental income, then a verified copy of rent receipt(s), (v) if the Residential Customer receives social security payments, pension payments, disability payments, Supplemental Security Income (SSI) payments, or any other source of fixed income with direct deposit, then a copy of bank statement or benefit letter, (vi) child support and/or alimony support verification letter, (vii) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (viii) previous year's income tax statement, (ix) a filed 1099 form showing any interest income, annuity or dividends, and (x) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.

9.2 Discontinuance of Service.by Customer. Any Customer who is about to vacate any premises supplied with gas service or wishes to have service discontinued for any reason shall must give at least seven (7) days written notice to the Company and any non-ratepayer-Customer occupantOccupant of the premises to which service is being supplied, specifying the date on which it is desired that service be discontinued. If a Residential Customer requests a Discontinuance of Service at the Residential Customer's residence, and the Residential Customer and the members of the Residential Customer's household are the only Occupants, the Company may discontinue service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests a dDiscontinuance of sService at a dwelling other than histhe Customer's residence, or at a single meter, multi-family residence, whether or not the Customer's residence, the Customer must state in writing (under penalty of law) that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting dDiscontinuance of sService must be endorsed by all affected occupantOccupants. If the foregoing conditions are not met, the Company may discontinue service at the affected premises upon notice to the affected premises in accordance with Chapter 56. The Customer shall be liable for gas consumed until transfer of the account or the meter shut off. When dDiscontinuance of service by eCustomer is for a period of less than twelve (12) months, the Company may require a payment of customer charges for each month the service has been discontinued in order to have the service restored.

9.3 If service to any nNon-rResidential Customer is <u>terminated</u> discontinued for the reasons set forth in Sections 9.1 (Discontinuance for DefaultTermination of Service) or discontinued in accordance with Section 9.2 (Discontinuance of by

<u>ServiceCustomer</u>) hereof, the Company shall not be under any obligation to resume service to the same Customer at the same premises within twelve months unless it shall receive payment of an amount equal to the minimum bill for each month of the intervening period.

# 12. RIDER C

### MIGRATION RIDER

This Migration Rider provides for a method under Section 1307 (f) of the Public Utility Code for the recovery of the experienced net over / undercollection of purchased gas costs from ratepayerCustomers who switch from retail service to service under Rate Schedules RT, NT, CT, DS, IS, LFD AND XD and the crediting of the experienced net over / undercollection of purchased gas costs to ratepayerCustomers who switch from Rate Schedules RT, NT, CT, DS, IS, LFD, AND XD to retail service. Except for customers served under Rates RT, NT, and CT, the Company may waive this rider for customers with competitive conditions. Upon Customer request, the Company may also waive this rider for Customers transitioning between Natural Gas Suppliers.

The Migration Rider Rate shall be equal to the current Section 1307(f) Annual E-Factor as approved in the Company's most recent Section 1307(f) natural gas cost proceeding for <u>ratepayerCustomers</u> who switch from retail service to service under Rate Schedules RT, NT, CT, DS, IS, LFD AND XD, and shall be equal to the negative of the same current Section 1307(f) Annual E-Factor for <u>ratepayerCustomers</u> who switch from Rate Schedules RT, NT, CT, DS, IS, LFD, AND XD to retail service. All revenue recovered or credited under this rider will be credited or debited to the Company's Section 1307(f) mechanism. The recovery period for the experienced net over/(under) collection of purchased gas costs from a <u>ratepayerCustomer</u> to whom this rider applies will be one year from the date on which a <u>ratepayerCustomer</u> last switched from retail service to transportation service.

#### RATE N

### GENERAL SERVICE - NON-RESIDENTIAL

#### AVAILABILITY

This Rate applies in the entire territory served by the Company and is available to all non residentialNon-Residential Customers using gas for any purpose including gas purchased by another public utility for resale. Service will be supplied only where the Company's facilities and the available quantity of gas are suitable to the service desired. Rate N service may not be applied to supplement or back up interruptible service under Rate IS, DS, LFD or XD, except to the extent of needs for plant protection use. The following shall be permitted only as determined by the Company, and subject to reasonable limitations:

### STANDBY AVAILABILITY

Where service is provided under this Rate to any non residential customerNon-<u>Residential Customer</u> utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

### RATE NT

# GENERAL SERVICE - NON-RESIDENTIAL TRANSPORTATION

# STANDBY AVAILABILITY

Where service is provided under this Rate to any non-residential customerNon-Residential Customer utilizing natural gas as a backup, auxiliary or temporary fuel, a Standby Surcharge shall apply. For purposes of applying the Standby Surcharge, backup, auxiliary or temporary functionality shall be determined at the Company's sole discretion where natural gas is being utilized as a backup heating fuel to any other fuel service.

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Re: Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of Chapter 14; COMPLIANCE TARIFF FILING OF UGI CENTRAL PENN GAS, INC.

Docket No. L-00060182

# **CERTIFICATE OF SERVICE**

I hereby certify that I have, this 3rd day of February 2012, served a true and correct copy of the foregoing document in the manner and upon the persons listed below in accordance with requirements of 52 Pa. Code § 1.54 (relating to service by a participant):

# VIA FIRST CLASS MAIL AND ELECTRONIC MAIL:

Steven C. Gray, Esq. Acting Small Business Advocate Office of Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101 sgray@state.pa.us Irwin A. Popowsky, Esq. Office of Consumer Advocate 555 Walnut Street 5<sup>th</sup> Floor, Forum Place Harrisburg, PA 17101-1923 <u>spopowsky@paoca.org</u>

Johnnie Simms, Esq. Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265 josimms@state.pa.us Alexis Bechtel, Director Bureau of Consumer Services Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265 abechtel@state.pa.us

Sp-

Paul J. Szyknau

Dated: February 3, 2012



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