



UGI Utilities, Inc.
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Post Office Box 12677
Reading, PA 19612-2677
(610) 796-3400 Telephone

March 26, 2015

VIA FEDERAL EXPRESS

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

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MAR 26 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: UGI Utilities, Inc. – Gas Division;
Supplement No. 120 to Tariff Gas – Pa. P.U.C. No. 5;
Docket No. _____**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of UGI Utilities, Inc. – Gas Division, please find Supplement No. 120 to Tariff Gas – Pa. P.U.C. No. 5, effective for service rendered on and after May 25, 2015. Supplement No. 120 is filed in accordance with the reauthorization of Chapter 14 provisions related to jurisdictional utilities' credit and collection activities made pursuant to House Bill 939 (or Act 155 of 2014), which was signed into law on October 22, 2014.

Should you have any questions, please contact Melanie J. El Atieh, Manager – Rates & Regulatory Planning, either via phone at (610) 796-3528 or via email at melatieh@ugi.com.

Sincerely,

Paul J. Szykman
Vice President – Rates and Government Relations

Enclosures: Supplement No. 120 to Gas – Pa. P.U.C. No. 5

cc: Service List

UGI UTILITIES, INC.
GAS TARIFF
INCLUDING THE GAS SERVICE TARIFF
AND
THE CHOICE SUPPLIER TARIFF

Rates and Rules
Governing the
Furnishing of
Gas Service and Choice Aggregation Service
in the
West Region East Region
Including Territory Described on Pages 8 and 9

Issued: March 26, 2015

Effective for service rendered on and after
May 25, 2015, in compliance with House Bill
939 (known as Act 155 of 2014), which was
signed into law on October 22, 2014.

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Issued By:

MAR 26 2015

Paul J. Szykman
Vice President – Rates and Government Relations
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SECRETARY'S BUREAU

<http://www.ugi.com>

NOTICE

This tariff makes changes in existing rules and regulations. (See Page 1.)

UGI UTILITIES, INC.

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

Section 2, Contract for Gas Service, Page 10

Language added to the definitions of “Residential Applicant” and “Residential Customer” in accordance with Section 1403 of HB 939.

Pages 12, 24, 27, 137

The term payment “agreement” is changed to payment “arrangement” in accordance with Section 1403 of HB 939.

Section 3, Guarantee of Payment, Page 12

Language added/modified in accordance with Section 1417 of HB 939.

Section 3, Guarantee of Payment, Page 13

Page reformatted to include text previously appearing on page 12; language added/modified in accordance with Sections 1404(a) & (c) of HB 939.

Section 3, Guarantee of Payment, Page 14

Page reformatted to include text previously appearing on page 13; language added/modified in accordance with Section 1404(c) of HB 939.

Section 3, Guarantee of Payment, Page 15

Page reformatted to include text previously appearing on page 14; no language added/modified on this page.

Section 9, Billing and Payment, Page 23

Clarifying language added related to Section 1406(h)(ii) of HB 939.

Section 10, Meter Tests, Page 25

Language added in accordance with Section 1411 of HB 939.

Section 11, Termination and Discontinuance of Service, Page 27

Language added in accordance with Sections 1406(c)(i)(v) and 1406(h)(ii) of HB 939; language removed consistent with the Commission’s Order, dated January 15, 2015, at Docket No. M-2013-2371824.

Section 11, Termination and Discontinuance of Service, Page 28

Page reformatted to include text previously appearing on page 27; no language added to or modified on this page.

Cover Page, UGI Utilities, Inc. Gas Choice Supplier Tariff

New supplement number issued.

RULES AND REGULATIONS**1. THE GAS SERVICE TARIFF**

- 1.1 Filing and Inspection. A copy of this Tariff, under which gas service will be supplied, is on file with the Pennsylvania Public Utility Commission and is open to inspection at the offices of the Company.
- 1.2 Application. The Tariff provisions apply to any person applying to receive or in receipt of gas service, aggregation and balancing services or interconnection coordination services from the Company under this Tariff, and the lawful receipt of such services from the Company shall constitute the receiver a “Customer” of the Company.
- 1.3 Rules and Regulations. The Rules and Regulations, filed as a part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate provision.
- 1.4 Statement by Agents. No representative has authority to modify a Tariff rule or provision, or to bind the Company by any contrary promise or representation.

2. CONTRACT FOR GAS SERVICE

- 2.1 Standard Service Contract. A written application for gas service may be required from each Applicant and for each service location. An application for service upon acceptance by the Company constitutes a contract between the Company and the Customer. The term “Applicant” shall mean any person, corporation or other entity that (i) desires from the 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. For residential utility service, the term “Residential Applicant” shall mean any Applicant who is (i) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested. The term “Residential Applicant” shall not include a (1) Residential Customer who seeks to transfer service within the Company’s service territory, or (2) a Residential Customer who, within 30 days after Termination or Discontinuance of Service, seeks to have service reconnected at the same location or transferred to another location within the Company’s service territory. The term “Occupant” shall mean a natural person who resides in the premises to which gas service is provided. The term “Residential Customer” shall mean a Customer who is either (i) 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 (ii) 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 remain a Customer after discontinuance or termination of service until the final bill for service is past due. A Residential Customer includes a person who, within 30 days after Termination or Discontinuance of Service, seeks to have service reconnected at the same location or transferred to another location within the Company’s service territory.
- 2.2 Other Contracts. Contracts, other than standard contracts, may be entered into between the Company and a Customer by mutual agreement.
- 2.3 Right to Reject. The Company may limit the amount and character of service it will supply or may reject applications for service not available, or which might affect the supply of service to other Customers, or for other good and sufficient reasons.

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RULES AND REGULATIONS (Continued)**3. GUARANTEE OF PAYMENT**

- 3.1(a) Deposits for Non-Residential Accounts. A cash deposit may be required 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 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. In evaluating a non-residential Customer's credit standing, factors to be considered include, but are not limited to, average monthly consumption, average monthly bill for regulated distribution service, evaluations by credit rating services, payment history with the Company during the prior twelve-month period and payment history and credit standing with lenders or other providers of utility services or providers of other goods or services.
- 3.1 (b) Deposits for Residential Accounts. 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:
- (i) 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 arrangement; (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; or (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.
 - (ii) 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.
 - (iii) A Residential Customer who fails to comply with the material terms or condition of a settlement or payment arrangement.
 - (iv) 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.
 - (v) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order or for whom there is a court order from a court of competent jurisdiction in this Commonwealth, which provides clear evidence of domestic violence against the Residential Applicant or Residential Customer. 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.
- 3.2 Amount of Deposit. 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

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RULES AND REGULATIONS (Continued)

3. GUARANTEE OF PAYMENT (Continued)

- (C) accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3.1(b) 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. Deposit amounts for residential Applicants and Residential Customers may include Natural Gas Supplier charges where such Supplier is a participant in the Company's Purchase of Receivables Program. For non-residential Customers, the deposit shall not be more than the bill for the estimated usage for one average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months.

3.3 Payment Period for Deposits.

- (C) (a) Any Non-Residential Applicant seeking to establish service at a new or different service location or 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.
- (C) (b) Any Residential Applicant or Residential Customer seeking to establish service at a new or different location or seeking to reconnect service at the same service location previously terminated or discontinued, shall pay the required deposit in full within 90 days. A Residential Applicant or Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the establishment or reconnection of service, 25% of the required deposit to be billed by the Company 30 days after the establishment or reconnection of service and the remaining 25% billed 60 days after the establishment or 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) (c) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date. 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 3.1(b)(iii) or (iv) 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.

- (C) 3.4 Deposit Hold Period for Residential Customers and Refund of Deposit. A timely payment history is established for a Residential Customer when the Residential Customer has paid in full and on time for twelve (12) consecutive months. The Company may hold a deposit on a Residential Customer's account until a timely payment history is established (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. 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. Deposits secured from non-residential Customers will be refunded when the non-residential Customer discontinues service and has no unpaid bills or at Company's sole discretion. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remainder to the non-residential Customer.

- 3.5 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 3.2.

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RULES AND REGULATIONS (Continued)**(C) 3. GUARANTEE OF PAYMENT (Continued)**

(C) 3.6 Interest on Deposits. Deposits from all customers shall bear interest computed at the simple annual interest rate determined by the Secretary of Revenue for interest on underpayment of tax under Section 806 of the Act of April 19, 1929 (P.L. 343, No. 176), known as The Fiscal Code which will be credited annually to the Customer's deposit or account. The interest rate in effect when the deposit is required to be paid shall remain in effect until the later of the date the deposit is refunded or credited or December 31 of each year. On January 1 of each year, the new interest rate for that year will apply to the deposit. Deposits shall cease to bear interest upon termination or discontinuance of service.

3.7 Prior Debts and Transfer of Accounts

- (a) Residential. 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: (i) the period during which the excess amount accrued; or (ii) 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%.
- (b) Commercial and Industrial. Applications for gas service in new locations will be accepted only when all bills for service to Customer at previous locations have been paid.
- (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.

3.8 Security from Large Volume Customers

- (a) Whether or not the Company could otherwise require security for payment, the Company may require a deposit, letter of credit, other adequate assurance of payment, or any combination thereof, to the extent the Customer seeks any combination of delivery or retail service for volumes in excess of 3,000 MCF per month. Such security may be established for an amount up to two billing periods of all service requirements calculated at the retail rate.
- (b) In addition, the Company may take one or more of the following actions:
- (1) Reduce the meter reading and billing period to less than one month, (and with agreement by the Customer) require payment in no less than three calendar days from billing.
 - (2) Require payment by certified check or wire transfer;
 - (3) Before reflecting delivery service on bills, require either (a) affidavits of delivery from a reputable supplier or (b) the maintenance of two billing periods of delivery service supply on the Company's system;

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RULES AND REGULATIONS (Continued)**3. GUARANTEE OF PAYMENT (Continued)****(C)**

- (4) In the case of delivery service, require the Customer to enter into direct contracts with and make payments directly to the transmission pipeline companies and other parties involved in selling, brokering, or transporting such gas; and
- (5) Impose other procedures reasonably designed to reduce potential exposure to credit risk.
- (c) The amount of security shall be only that amount reasonably necessary to ensure payment for all service rendered up to timely service termination plus 3 business days (in the event termination is deferred subject to emergency proceedings).
- (d) The Company may, in its discretion, specify the manner in which security and payments shall be credited and applied to past due or current bills or to replenish security.

4. SERVICE - SUPPLY FACILITIES

- 4.1 Service-Supply Pipe and Service Connection. The Company will maintain and own the service-connection pipe (supply-main to curb) and the service-supply pipe (curb to meter).
- 4.2. Location of Curb Line. Where no curb line is evident, the nearest edge of the public highway in which the supply-main is located shall be considered the curb line.
- 4.3 Point of Entry. The location of the point of entry to the Customer's building and the location of an outside meter shall in all cases be determined by the Company.
- 4.4 Service-Supply Equipment. The Company will maintain and own any meters, regulators, connections or other equipment required for the supply of service. All such equipment shall remain the exclusive property of the Company, and the Company shall have the right to remove such property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.
- 4.5 Location of Service-Supply Equipment. The Customer shall provide, without charge, a suitable place for the meters, regulators, connections or other equipment of the Company. The location shall be as near as possible to the point where the supply piping enters the Customer's building and where the connections are not concealed. Such places shall be conveniently accessible to the Company's employees and otherwise acceptable to the Company.
- 4.6 Relocation of Service-Supply Facilities. Changes in location of service-supply pipe, meters, regulators, connections or other equipment for the accommodation of the Customer shall be done by the Company at the expense of the Customer.
- 4.7 Non-Standard Service. The Customer will ordinarily be required to pay the cost of any special installation necessary to meet his requirements for service at other than standard conditions.
- 4.8 Reverse Flow. Where necessary, as determined by the Company, the Customer may be required to install check valves, or other devices, at the expense of the Customer, to prevent compressed air or other gases from entering the Company's mains.

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RULES AND REGULATIONS (Continued)**9. BILLING AND PAYMENT (Continued)**

9.5 Date of Payment. When Residential Customers' bills are paid through the mail, the date of the postmark will be considered the date of payment. When Residential Customers' bills are paid through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. When Residential Customers' bills are paid 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. For purposes of this section, an "Authorized Payment Agent" shall mean an agent expressly authorized by Company to accept payments from Customers on Company's behalf.

9.6 Payment Made to Collector Charge. When a customer pays the collector to avoid termination at their business or residence, a seven dollar (\$7) service fee is due and payable.

(C) 9.7 Return Check Charge. The Company may impose a service charge of twenty dollars (\$20) for each check received from a Customer in payment of bills for service that is dishonored and returned by the bank on which it is drawn. The Company may require a Customer to tender non-electronic payment after the Customer tenders two (2) consecutive electronic payments that are subsequently dishonored, revoked, canceled or otherwise not authorized.

9.8 Billing History. Any Customer requesting usage and/or billing information for a period in excess of the most recent thirty (30) months will be assessed a service charge of fifteen dollars (\$15).

9.9 LIFSO (Landlord If Shut Off). Landlords may elect this optional program which transfers natural gas service to the landlord each time a customer notifies the Company it has vacated the landlord's rental property. The Company may impose a twenty dollar (\$20) handling fee for all LIFSO accounts, but not exceeding \$100 annually per landlord.

9.10 Payment Refunds. Refunds due customers greater than two dollars (\$2) shall be mailed to the Customer. Refunds less than two dollars (\$2) may be picked up at the office within sixty (60) days. After sixty (60) days, the refund shall be applied to Operation Share.

9.11 Turn On Charge. The Company may assess its service charge for 1/2 hour if the natural gas flow to the property has been discontinued.

9.12 Shut Off Charge. The Company may assess its service charge for 1/4 hour if the Customer requests that natural gas service to the property be discontinued, thereby resulting in service being shutoff. When requesting a shutoff, if the Customer elects to read the meter and the Company accepts the customer's final meter reading, the foregoing service charge will not apply.

9.13 Set Meter Charge. The Company may assess its service charge for 3/4 hour if a meter must be installed to initiate or reinstitute natural gas service to the customer.

9.14 Change of Customer Charge. The Company may assess its service charge for 1/4 hour if the new party requesting service requests the Company to read the meter. The charge does not apply if the Company accepts the Customer's meter reading.

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RULES AND REGULATIONS (Continued)**9. BILLING AND PAYMENT (Continued)**

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

- (C)
1. First to outstanding pre-retail access Company balances, or the installation amount on a payment arrangement 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:

- (C)
1. First to outstanding post-retail access Company Balances, or the installation amount on a payment arrangement 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 or CT.

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

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RULES AND REGULATIONS (Continued)**10. TESTS**

- (C) 10.1 Meter Tests. The Company may, from time to time and at its expense, inspect and test its meters. The Customer has the right to have the Company test the meter in service at the Customer's premises, and, upon written request, the Company will, as applicable, remove, seal and test the meter in accordance with the Gas Service Regulations of the Pennsylvania Public Utility Commission ("Regulations") or secure an in-person meter reading to confirm the accuracy of an automatic meter reading device when a Customer disconnects service or requests new service. Together with the written request for a meter test, the Customer shall deposit with the Company the meter testing fee specified by the Regulations. If the meter tests within the accuracy limits specified by the Regulations, the meter shall be deemed for all purposes to have registered accurately. In such case, no billing adjustment shall be made and the meter testing fee deposited with the Company shall be credited to the Company.
- 10.2 Adjustment for Meter Error. If any meter becomes defective or fails to test accurately, an adjustment will be made to the Customer's bill in accordance with the Regulations and the meter testing fee deposited with the Company shall be refunded to the Customer.

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RULES AND REGULATIONS (Continued)

11. TERMINATION OR DISCONTINUANCE OF SERVICE

- (C) 11.1 Termination of Service. (a) Termination of service shall mean the cessation of service, whether temporary or permanent, without the consent of Customer. The Company may terminate service on reasonable notice and remove its equipment in case of (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 arrangement, or (v) violation of tariff Rules and Regulations. The Company may terminate service promptly and without notice for (i) Unauthorized Use of Service delivered on or about the affected dwelling, (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, (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system, (v) tendering payment for reconnection of service that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice, or (vi) after receiving termination notice from the Company, tendering payment which is subsequently dishonored under 13 Pa. C.S. § 3502, or, in the case of an electronic payment, that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice. Prior to restoration of service terminated for any of these reasons, the Company may require a payment in advance of all arrearages, applicable deposit, and a reconnect charge equal to the Company's service charge for 1/2 hour plus one month's customer charge except where it has become necessary to remove the service pipe or connection to discontinue service, in which case service will be restored on payment to the Company of the costs of discontinuance and restoration.
- (C) (b) 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 a source of income is rental income, then a verified copy of rent receipt(s), (iv) 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, (v) child support and/or alimony support verification letter, (vi) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (vii) previous year's income tax statement, (viii) a filed 1099 form showing any interest income, annuity or dividends, and (ix) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.
- 11.2 Discontinuance of Service by Customer. Discontinuance of service shall mean the cessation of service with the consent of Customer. 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 discontinuance of service at either (i) a dwelling other than the Customer's residence, or (ii) at a single meter, multi-family residence, whether or not the Customer's residence, then the Customer must state in writing (under penalty of law) that the premises

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RULES AND REGULATIONS (Continued)**11. TERMINATION OR DISCONTINUANCE OF SERVICE (Continued)**

- (C) 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 an amount equal to the Company's service charge for 1/2 hour plus payment of customer charges for each month the service has been discontinued in order to have the service restored.

- 11.3 If service to any non-residential Customer is discontinued for the reasons set forth in Sections 11.1 (Termination of Service) or 11.2 (Discontinuance of Service by Customer) 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 in addition to the Company's service charge for 1/2 hour.

12. GENERAL

- 12.1 Service Continuity. The Company will use reasonable diligence to provide a regular and uninterrupted supply of gas. Should the supply of service be interrupted by the Company for the purpose of making repairs, changes or improvements in any part of its system for the general good of the service or the safety of the public, or should the supply of service be interrupted or fail by reason of accident, strike, legal process, State or Municipal interference, or any other cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such interruption or failure.
- 12.2 Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on Company's time.

(C) Indicates Change

Issued: March 26, 2015

Effective for Service
Rendered on and after
May 25, 2015

UGI UTILITIES, INC
GAS CHOICE SUPPLIER TARIFF

Rates and Rules
Governing the
Furnishing of
Gas Aggregation Service

Issued: March 26, 2015

Effective for service rendered on and after
May 25, 2015, in compliance with House Bill
939 (known as Act 155 of 2014), which was
signed into law on October 22, 2014.

Issued By:

Paul J. Szykman
Vice President – Rates and Government Relations
2525 N. 12th Street, Suite 360
Post Office Box 12677
Reading, PA 19612-2677

<http://www.ugi.com>

NOTICE

This tariff makes changes in existing rules and regulations. (See Page 1.)

RULES AND REGULATIONS (Continued)**6. BILLING AND PAYMENT**

- 6.1 **Billing Period.** On or before the 15th of a month, Company shall send each Choice Supplier an invoice reflecting all charges incurred by the Choice Supplier for the prior calendar month activities. Such invoice may include charges related to adjustments for prior periods.
- 6.2 **Payment.** Payments will be due 10 days following issuance of the invoice. Choice Supplier shall make payment to the Company of such invoiced amount by wire transfer to the bank and account specified on the invoice. If the invoiced amount is less than \$1,000, payment can be made by check, payable to the Company. Unpaid balances shall accrue interest at the rate of 1.5 percent per month. Unpaid balances may result in the Company accessing the financial security posted by the Choice Supplier and / or the Choice Supplier being disqualified from providing Aggregation Service
- 6.3 **Billing Dispute.** If Choice Supplier asserts a good faith billing dispute, the Choice Supplier shall inform the Company in writing of such dispute and pay the undisputed amount. The disputed amount shall accrue interest at the effective prime rate of interest as published under “Money Rates” by “The Wall Street Journal”, or the maximum contract rate permitted by law, whichever is less. The Choice Supplier and the Company shall endeavor to resolve any disputes promptly and the amount determined to be properly invoiced, plus accrued interest on such amount shall be paid to the Company within fifteen (15) days following such resolution. Unpaid amounts not subject to dispute shall accrue interest at the rate specified in 6.2.
- 6.4 **Licensed Supplier Budget Billing.** The Company will bill all budget billing amount calculated and provided by the Licensed Supplier. The Company will not determine a License Supplier's budget bill charge.
- 6.5 **Application of Payments for Rates RT, NT and CT.** Where Company renders a bill for natural gas supply service on behalf of a Natural Gas 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 Company balances. In the event a customer has a pre-retail access Company balance, partial payment shall be applied in the following order of priority:

- (C) 1. First to outstanding pre-retail access Company balances, or the installation amount on a payment arrangement with the Company on this balance; then to
2. Current 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 applied in the following order of priority:

- (C) 1. First to outstanding post-retail access Company Balances, including receivables purchased under a POR program, or the installation amount on a payment arrangement with the Company on this balance; then to
2. Current Company charges, including receivables purchased under a POR program; then to
3. Choice Supplier service charges; then to
4. Non-Basic service charges; then to
5. Hardship Energy Fund contributions.

(C) Indicates Change

Issued: March 26, 2015

Effective for Service
Rendered on and after
May 25, 2015

CERTIFICATE OF SERVICE

I hereby certify that I have, this 26th day of March, 2015, 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 FEDERAL EXPRESS:

Tanya J. McCloskey
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

John R. Evans
Small Business Advocate
Office of Small Business Advocate
Commerce Building
300 North Second Street, Suite 202
Harrisburg, PA 17101

Johnnie E. Simms, Director
Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor West
Harrisburg, PA 17120

Alexis Bechtel, Director
Pennsylvania Public Utility Commission
Bureau of Consumer Services
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120



Paul J. Szykman

Dated: March 26, 2015

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MAR 26 2015

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

From: (810) 798-3401
Ronda Sekela
UGI Utilities, Inc.
2525 N. 12th Street
Suite 360
Reading, PA 19605

Origin ID: RDGA



J151215022303uv

Ship Date: 26MAR15
ActWgt: 0.5 LB
CAD: 105240455/NET3810

Delivery Address Bar Code



Ref # UGI Chapter 14 Compliance
Invoice #
PO #
Dept #

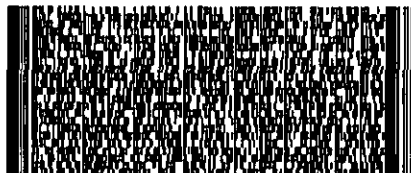
SHIP TO: (717) 783-1740

BILL SENDER

Ms. Rosemary Chiavetta, Secretary
PA Public Utility Commission
400 NORTH ST
COMMONWEALTH KEYSTONE BUILDING
HARRISBURG, PA 17120

FRI - 27 MAR 3:00P
STANDARD OVERNIGHT

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MAR 26 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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