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FERC Docket: RP91-111-006

Fifth Revised Sheet No. 1 Fifth Revised Sheet No. 1 : Effective
Superseding: Fourth Revised Sheet No. 1

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First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective

Superseding: Original Sheet No. 2

PRELIMINARY STATEMENT

The North Penn Gas Company (hereinafter, "Company" or "Seller") effective August 5, 1992 became a Hinshaw Pipeline that provides limited-jurisdictional services under a blanket certificate issued pursuant to 18 C.F.R. Section 284.224. Prior to August 5, 1992, North Penn was an interstate pipeline providing jurisdictional storage and sales service. By orders dated June 3, 1992 and August 5, 1992 in Docket Nos. RP91-111 et al. the Commission granted abandonment of such services and provided that it would maintain jurisdiction (1) to disburse North Penn's Account 191 and (2) to regulate the recovery of certain take-or-pay costs. The provisions of this tariff concern those two issues.

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First Revised Sheet No. 3 First Revised Sheet No. 3 : Effective
Superseding: Original Sheet No. 3

System Map available in hardcopy form

Effective Date: 04/01/1995 Status: Effective

FERC Docket: RP95-184-000

Sixteenth Revised Sheet No. 3A Sixteenth Revised Sheet No. 3A : Effective
Superseding: Fifteenth Revised Sheet No. 3A

Sheet No. 3A

This sheet cancels and replaces Fifteenth Revised
Sheet No. 3A, which is reserved for future use.

Effective Date: 08/05/1992 Status: Effective

FERC Docket: RP91-111-006

Forty-First Revised Sheet No. 4 Forty-First Revised Sheet No. 4 : Effective
Superseding: Sheet Nos. 4 through 9

This sheet cancels and replaces the following tariff sheets, which are reserved for future use:

Fortieth Revised Sheet No. 4
Forty-First Revised Sheet No. 5
Second Revised Sheet No. 5A(1)
Original Sheet No. 5C
Original Sheet No. 5C(1)
Original Sheet No. 5C(2)
Original Sheet No. 5C(3)
Original Sheet No. 5C(4)
Original Sheet No. 5C(5)
Original Sheet No. 5D
Original Sheet No. 5D(1)
Original Sheet No. 5D(2)
Original Sheet No. 5D(3)
Original Sheet No. 5D(4)
Original Sheet No. 5E
Original Sheet No. 5E(1)
Original Sheet No. 5E(2)
Original Sheet No. 5E(3)
Original Sheet No. 5E(4)
Original Sheet No. 6
Original Sheet No. 7
Original Sheet No. 8
Original Sheet No. 9

Effective Date: 03/01/1990 Status: Effective

FERC Docket: RP90- 23-001

Sub 97th Revised Sheet No. Pga-1 North Penn Gas Company: First Revised Volume No. 1

Sub 97th Revised Sheet No. Pga-1 : Effective

Superseding: Sub Ninety-Sixth Revised Sheet No. PGA-1

Sheet No. PGA-1

Rates per Mcf Applicable to Rate Schedules in
FERC Gas Tariff, First Revised Volume No. 1

RATE SCH	RATE COMPONENT	BASE TARIFF RATE 1/	PGA ADJUSTMENT			FERC ACA	CURRENT RATE
			CURRENT	CUMULATIVE	SURCHARGE		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
G-1	COMMODITY	\$ 3.11043	\$ 0.32809	\$ 0.61521	\$ (0.09174)	\$ 0.00170	\$ 3.63560
SS	DEMAND	1.59					1.59
	SPACE	0.02333					0.02333
	INJECTION	0.02104					0.02104
	WITHDRAWAL	0.02104				0.00170	0.02274
	O'RUN FROM BUYER'S BAL.	1.89104					1.89104
	O'RUN FROM SELLER'S BAL.	4.45324	0.12870	0.55587	(0.09174)	0.00170	4.91907
FT	D - 1 DEMAND	0.96712					0.96712
	D - 2 DEMAND	0.07632					0.07632
	COMMODITY	0.11975				0.00170	0.12145
IT	COMMODITY	0.22787				0.00170	0.22957

Estimated average cost of gas in last scheduled PGA \$ 3.44925

Current estimated average cost of gas in latest PGA (rate currently being charged) \$ 3.44925

1/ The base tariff rate is the effective rate on file with the Commission exclude adjustments approved by the Commission

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FERC Docket: RP91-111-006

Third Revised Sheet No. 10 Third Revised Sheet No. 10 : Effective
Superseding: Second Revised Sheet No. 10

GENERAL TERMS AND CONDITIONS

6.1 Time. Buyer agrees to pay Seller, at its address as designated pursuant to contract at least ten days after the date of mailing or on the next business day following Saturday, Sunday or Legal Holiday if such day is ten days after the date of mailing, (a) for the natural gas purchased by Buyer hereunder during the preceding month, and billed by Seller in a statement for such month according to the measurements, computations and prices herein provided, and (b) for its share of Account 191 balances, as computed pursuant to Section 18 hereof.

6.2 Default. Should Buyer fail to pay all of the amount of any bill for gas delivered hereunder, as herein provided, when such amount is due, interest on the unpaid portion of the bill shall accrue on an annual basis at the than prime rate at Mellon Bank, N.A. from the due date until date of payment. If such failure to pay continues for thirty days after payment is due, Seller, in addition to any other remedy it may have hereunder, may, after application to and authorization by the governmental authority having jurisdiction, suspend further delivery of gas until such amount is paid; provided, however, that if Buyer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Seller such amounts as Buyer concedes to be correct at any time thereafter, within thirty days of a demand made by Seller, Buyer shall furnish a good and sufficient surety bond, to secure payment to Seller of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts as may be the case, then Seller shall not be entitled to suspend further delivery of gas on account of such disputed claim while so secured.

6.3 Adjustment. In the event an error is discovered in the amount billed in any statement rendered by Seller, such error shall be adjusted within thirty days of the determination thereof; provided that claim herefor shall have been made within sixty days from the date of discovery of such error, but in any event within twelve months from the date of such statement.

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First Revised Sheet No. 11 First Revised Sheet No. 11 : Effective
Superseding: Sheet Nos. 11 through 15G(1)

This sheet cancels and replaces the following tariff sheets, which are reserved for future use:

Original Sheet No. 11
Second Revised Sheet No. 12
Second Revised Sheet No. 12A
Second Revised Sheet No. 12B
Second Revised Sheet No. 12C
Second Revised Sheet No. 12D
Second Revised Sheet No. 12E
Second Revised Sheet No. 12F
First Revised Sheet No. 12G
First Revised Sheet No. 12H
Fourth Revised Sheet No. 12I
Original Sheet No. 12J
Sixth Revised Sheet No. 12K
Fifth Revised Sheet No. 12L
Third Revised Sheet No. 12M
Original Sheet No. 12N
Original Sheet No. 12O
First Revised Sheet No. 13
First Revised Sheet No. 14
First Revised Sheet No. 15
First Revised Sheet No. 15A
First Revised Sheet No. 15B
Seventh Revised Sheet No. 15C
Substitute Seventh Revised Sheet No. 15D
Substitute Seventh Revised Sheet No. 15E
Substitute Third Revised Sheet No. 15F
Fifth Revised Sheet No. 15G
Third Revised Sheet No. 15G(1)

Effective Date: 04/01/1991 Status: Effective
FERC Docket: RP90- 23-001

Seventh Revised Sheet No. 15C Seventh Revised Sheet No. 15C : Effective
Superseding: Substitute Sixth Revised Sheet No. 15C

GENERAL TERMS AND CONDITIONS (Continued)

14 PURCHASED GAS COST ADJUSTMENT (PGA)

North Penn Gas Company (North Penn) shall file an annual PGA to be effective each March 1 on sixty days' notice and quarterly PGA's to be effective each June 1, September 1 and December 1 on 30 days' notice. A revision to the annual PGA filing may be filed at least 30 days before the annual PGA effective date.

14.1 The rates contained in the First Revised Volume No. 1 are based on a projected weighted average jurisdictional cost of gas (WACOG) per unit of sales (herein referred to as WACOG). Such cost of gas is based on the cost of gas purchased from pipeline suppliers ^{1/} and the cost of field line purchases net of storage injections and withdrawals. Such cost of gas does not include costs relating to fuel use and lost and unaccounted-for gas that North Penn incurs in connection with its storage operation.

North Penn shall compute a Current Adjustment to its WACOG per unit of sales for the purpose of determining the amount to be included in its PGA in the following manner:

- I. The best estimate of the quantities of natural gas North Penn expects to purchase and to receive in non-current exchange transactions during the three months beginning on the effective date of the PGA;
- II. Known and measurable changes in the rate, for all but pipeline supplier rates, based on contractual obligations which are in existence on the date the PGA is filed. The rate to be used for each projected purchase of pipeline supply will be the rate in effect as of the effective date of the PGA or a rate which will come out of suspension during the PGA effective period. The rate for producer supply may be adjusted, if applicable, by the monthly ceiling price escalations allowed under the Natural Gas Policy Act of 1978; and
- III. The best estimate of quantity and cost adjustments for storage injections and withdrawals.
- IV. The jurisdictional portion of the total purchased gas cost as developed in I, II and III above shall be the ratio of the total estimated jurisdictional sales to total estimated sales for the projected period.

^{1/} Includes any portion of minimum bill amounts billed Seller by its pipeline suppliers and paid by Seller.

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FERC Docket: RP91- 60-000

Fifth Revised Sheet No. 15G Fifth Revised Sheet No. 15G : Effective
Superseding: Superseding Sub4/15G

GENERAL TERMS AND CONDITIONS (Continued)

assessment shall be developed in accordance with Section 154.306 of the Commission's regulations.

- 14.8 In addition to its annual and quarterly filings , North Penn may from time to time and at its sole discretion file interim adjustments to its base tariff rates. Such adjustments are limited to known and measurable changes to the cost of gas reflected in its last scheduled PGA filing. North Penn may only file an interim rate adjustment based on a projected average cost of purchased gas that is less than the projected average cost of gas reflected in its last scheduled PGA filing.
- North Penn must file an interim adjustment with the Commission and post it as required by Section 154.16 at least 24 hours before the effective date of the proposed interim adjustment. At the same time North Penn files with the Commission it will serve its jurisdictional customers and interested State Commissions with a copy of the filing.
- Challenges to the interim adjustment may be made in accordance with Section 154.309(d) of the Commission's regulations.
- 14.9 Standby Charges Billed by CNG Transmission Corporation - The Effective Adjusted Rates will reflect standby charges as-billed to Seller by CNG Transmission Corporation. These standby charges will be stated as separately indentified components in Seller's rates.

Effective Date: 10/01/1992 Status: Effective
FERC Docket: RP91-111-006

Third Revised Sheet No. 15H Third Revised Sheet No. 15H : Effective
Superseding: Second Revised Sheet No. 15H

(a) This section sets forth and establishes the procedures for Seller to recoup from each Buyer all of Seller's jurisdictional Rate Schedules the jurisdictional share of all Take-or-Pay charges (direct-billed, volumetric or other) billed to Seller by its current upstream pipeline suppliers, together with applicable interest and carrying charges (hereinafter collectively referred to as "TOP costs"). It is understood that such TOP costs include \$460,000 of TOP costs Transco sought to recover directly from Corning Natural Gas Corporation (Corning), which were discussed in 55 FERC paragraph 61,339 (1991).

(b) For purposes of this Section, each Buyer under Seller's jurisdictional Rate Schedules shall include any customer receiving service that Seller provides under 18 CFR 284.224 as that section currently exists or may be superseded. Seller's current upstream pipeline suppliers are Tennessee Gas Pipeline Company (Tennessee), Transcontinental Gas Pipe Line Corporation (Transco) and CNG Transmission Corporation (CNG).

Except as set forth in Section 17.4, Seller will recover TOP costs over an approximate three-year period through a volumetric surcharge applicable to all of Seller's rate schedule services.*/ For sales and transportation, the volumetric surcharge will be applied to each Mcf of gas service. For contract storage customers, the volumetric surcharge will be applied to each Mcf of gas injected.

(a) Within 30 days of the effective date of Seller's Settlement offer in Docket Nos. RP91-111 et al., and each March 1 for the following two years, Seller shall submit a filing with the Commission to recover TOP costs. Each such filing will develop a volumetric surcharge to allow Seller to recover TOP costs from Buyers under all Seller's jurisdictional Rate Schedules. The surcharge shall be developed based on (1) TOP costs and obligations of Seller and TOP refunds to Seller, (2) TOP payments recovered by Seller from its jurisdictional customers, and (3) the projected units of throughput for Seller's jurisdictional services for the upcoming 12-month period. In addition, the allocation of TOP costs, obligations and refunds will remain constant throughout the recovery period; that is, 42.04% of all such costs, obligations and refunds will be allocated to Seller's jurisdictional services.

*/ The first year, which may be a partial year, begins as of the effective date of tariff sheets specified in Article VI of Seller's March 13, 1992 settlement offer in Docket Nos. RP91-111 et al. The second and third years are the 12 month periods ending March 31, 1994 and March 31, 1995, respectively.

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FERC Docket: RP91-111-000

First Revised Sheet No. 15H(1)(a) First Revised Sheet No. 15H(1) (a) : Effective
Superseding: Original Sheet No. 15H(1) (a)

18.1 ALLOCATION METHODOLOGY

Compression Costs and LNG Costs billed to Seller by Tennessee and CNG will be allocated to Buyer for billing purposes using the same allocation procedure to the extent possible utilized by the pipelines in allocating costs to their customers.

Any refunds received by Seller attributable to these charges, or any additional charges to Seller will be allocated to Buyer using the same allocation procedure to the extent possible as utilized by the pipeline in allocating costs or refunds to their customers.

The allocation factors to be used for allocating the total aggregate principal amount, the monthly principal amount and additional costs or refunds to each buyer are reflected on Sheet No. 15H(6).

18.2 METHOD OF PAYMENT

Seller shall include as a separate item on each Buyer's monthly bill each month, rendered pursuant to Section 5 of the General Terms and Conditions of this Tariff, the surcharge for such Buyer calculated in accordance with the methodology described in Section 6 of the General Terms and Conditions of this Tariff. All payments due from Buyer not received by Seller, on or before the due date of the payment, shall bear interest in accordance with Section 6 of the General Terms and Conditions of this Tariff.

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FERC Docket: RP91-111-006

Fourth Revised Sheet No. 15H1 Fourth Revised Sheet No. 15H1 : Effective
Superseding: Substitute Third Revised Sheet No. 15H1

(b) Adjustment to TOP costs:

(i) The TOP costs Seller will recover will be reduced by 42.04% of "Corning-related" offsets. The formula to determine the Corning-related offsets is explained and set forth in Section 2.3(b) and Appendix D of Seller's March 13, 1992 settlement offer in Docket Nos. RP91-111 et al.

(ii) The TOP costs Seller will recover will also be reduced by the monies North Penn collected from its jurisdictional customers through its TOP surcharge proposal in RP91-111 et al. during the period April 1, 1991 through March 13, 1992.

(c) Limit on surcharge for sales customers:

The annual TOP surcharge shall not exceed \$.40 per Mcf for any Buyer of Seller's jurisdictional sales service. Seller will be entitled to increase its surcharge that would otherwise be applicable to all other Buyers to prevent any TOP cost absorption arising from the \$.40 per Mcf limit.

(d) For all but the initial annual filing to be submitted in 1992, Seller shall also include in its development of an appropriate surcharge, any "qualified overrecoveries or underrecoveries" of TOP costs during the prior 12-month period. Such "qualified overrecoveries or underrecoveries" include those arising due to (1) the difference between (a) actual jurisdictional volumes of Seller during the prior 12-month period and (b) the projected jurisdictional volumes underlying the TOP surcharge imposed during that period; and (2) the difference between (a) the carrying charges applicable to the prior 12-month period based on actual data, i.e., the actual applicable FERC interest rate and unamortized balance on TOP costs and (b) the carrying charges included in the TOP surcharge imposed during that period. Such "qualified overrecoveries or underrecoveries" will also include additional TOP costs and refunds incurred/received by Seller that have not at that time been reflected in Seller's TOP surcharge.

In addition to annual filings described in 17.2, Seller will file to adjust its TOP charges to track increases or decreases in TOP charges billed to Seller by its upstream pipeline suppliers.

(a) Within 60 days of the end of the last 12-month period (i.e. within 60 days of March 31, 1995) Seller will submit a filing to recover or credit to Seller's then-existing Buyers any "qualified overrecoveries or underrecoveries" of TOP costs (as defined in Section 17.2 above) that arose in the last 12-month period. (b) Thereafter, Seller will file to recover or credit to Seller's then-existing Buyers any additional TOP costs or TOP refunds Seller has incurred/received. Such filings will be submitted within 60 days of the incurrence/receipt of the additional TOP costs/refunds.

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FERC Docket: RP91-111-006

Second Revised Sheet No. 15H1A Second Revised Sheet No. 15H1A : Effective
Superseding: Substitute First Revised Sheet No. 15H1a

(c) Seller will impose any surcharge or credit authorized under Section 17.4 on a volumetric basis to Seller's then-existing Buyers. For sales and transportation, the surcharge or credit will be applied to each Mcf of service. For contract storage customers, the surcharge or credit will be applied to each Mcf of gas injected. Any such surcharge or credit will reflect 42.04% of the applicable TOP costs/refunds.

Seller shall include as a separate item on each Buyer's monthly bill each month, rendered pursuant to Section 5 of the General Terms and Conditions for this service under 18 CFR Section 284.224, the Take-or-Pay surcharge for such Buyer calculated in accordance with the methodology described in Section 17.1 through 17.5 above. Payment shall be made in accordance with Section 5 of the aforesaid General Terms and Conditions.

All payments due from Buyer not received by Seller, on or before the due date of the payment, shall bear interest in accordance with Section 5 of the aforesaid General Terms and Conditions of this Blanket Certificate.

Effective Date: 06/03/1992 Status: Effective
FERC Docket: RP91-111-008

Substitute Original Sheet No. 15H1B Substitute Original Sheet No. 15H1B : Effective

Company shall direct bill or provide a direct refund to the two companies that were jurisdictional sales customers as of August 4, 1992 their allocable share of the closing balance in Company's Account 191. The closing balance will be computed as of August 4, 1992, the last day of Company's jurisdictional PGA. The allocable share will be the percent of jurisdictional sales gas delivered to each sales customer for the 12-month period ending July 31, 1992.

Company will submit a filing by October 1, 1992 in which Company will show each customer's direct bill or credit and will include the computations used to develop the direct bill or credit.

The jurisdictional sales customers as of August 4, 1992 will have the option of selecting to pay the Company for its share of the Company's Account 191 balance in a lump sum or over a twelve-month amortization period. If the customer chooses to pay over the twelve-month amortization period, then Company will also recover interest consistent with 18 C.F.R Section 154.67(c)(2) over the twelve-month amortization period. Company shall also recover interest for any late payment in accordance with Section 5 of the General Terms and Conditions of this Blanket Certificate.

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FERC Docket: RP91-111-001

Second Revised Sheet No. 15H2 Second Revised Sheet No. 15H2 : Effective
Superseding: First Revised Sheet No. 15H2

This sheet cancels and replaces the following tariff sheets, which are reserved for future use:

First Revised Sheet No. 15H(2)
First Revised Sheet No. 15H(3)
Alternate Original Sheet No. 15H(4)
Original Sheet No. 15H(5)
Original Sheet No. 15H(5) (a)
Original Sheet No. 15H(5) (b)
Original Sheet No. 15H(5) (c)
Original Sheet No. 15H(5) (d)
Original Sheet No. 15H(5) (e)
Original Sheet No. 15H(5) (f)
Original Sheet No. 15H(5) (g)
Original Sheet No. 15H(5) (h)
Original Sheet No. 15H(5) (i)
Original Sheet No. 15H(5) (j)

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FERC Docket: RP91-111-006

First Revised Sheet No. 15H(6) First Revised Sheet No. 15H(6) : Effective
Superseding: Sheet Nos. 15H(6) through 16

This sheet cancels and replaces the following tariff sheets, which are reserved for future use:

Original Sheet No. 15H(6)
Original Sheet No. 15I
Original Sheet No. 15I(1)
Original Sheet No. 15I(2)
Original Sheet No. 15I(3)
Original Sheet No. 15I(4)
Original Sheet No. 15J
Original Sheet No. 15J(1)
Original Sheet No. 15J(2)
Original Sheet No. 15J(3)
Original Sheet No. 15K
Original Sheet No. 15K(1)
Original Sheet No. 15K(2)
Original Sheet No. 15K(3)
First Revised Sheet No. 16

