

INDIANA GAS COMPANY, INC  
D/B/A  
VECTREN ENERGY DELIVERY OF INDIANA, INC.  
(VECTREN NORTH)

**TARIFF FOR GAS SERVICE**

**I.U.R.C. No. G-19**

ISSUED PURSUANT TO ORDER OF THE  
INDIANA UTILITY REGULATORY COMMISSION  
IN CAUSE NO. 43298  
EFFECTIVE: FEBRUARY 14, 2008

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Effective: February 14, 2008

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**SHEET**  
**NO.**

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## LOCATIONS SERVED

### Cities, Towns and Unincorporated Communities

Adams	Crane	Jefferson	Ninevah
Albany	Crawfordsville	Jeffersonville	Noblesville
Alexandria	Cumberland	Jonesboro	North Salem
Amity	Daleville	Jonesville	North Terre Haute
Anderson	Dana	Kingman	Numa
Andrews	Danville	Kirklin	Oakville
Annapolis	Dayton	Knightstown	Old Bargersville
Antioch	Decatur	Knightsville	Oolitic
Arcadia	Dolan	Ladoga	Orestes
Aroma	Dresser	Lafayette	Owensburg
Ashboro	Dublin	LaFontaine	Paragon
Atherton	Dundee	Lambs Lake	Parker City
Atlanta	Dunkirk	Lapel	Pence
Attica	Dunreith	Larmier Hill	Pendleton
Avon	East Columbus	Lebanon	Pershing
Bainbridge	East Germantown	Lewisville (Henry Co.)	Philadelphia
Bakers Corner	East Glenn	Lewisville (Morgan Co.)	Pike
Bargersville	Eaton	Libertyville	Pimento
Battle Ground	Eden	Linden	Pittsboro
Bedford	Edgewood	Linwood	Plainfield
Bethany	Edinburg	Lizton	Poneto
Billtown	Ellettsville	Lyford	Plum Tree
Billville	Elston	Lynn	Poland
Blanford	Elwood	Madison	Prairieton
Bloomington	Emporia	Majenica	Prairie City
Bloomington	Fairland	Marion	Prince's Lakes
Boyleston	Fairmount	Marion Heights	Providence
Bluffton	Fairview Park	Markle	Putnamville
Brazil	Farmland	Markleville	Quincy
Bridgeport	Fayette	Marshall	Raleigh
Brooklyn	Ferguson Hill	Martinsville	Raysville
Brookmore	Fishers	Martz	Redkey
Brookston	Florida Station	Matthews	Reed
Brownsburg	Floyds Knobs	Maxwell	Richmond
Buck Creek	Fontanet	Mays	River Forest
Bud	Fortville	McCordsville	Roachdale
Burnett	Fowlerton	Mecca	Rockford
Burney	Frankfort	Mechanicsburg	Rockville
Cambridge City	Franklin	Michigantown	Romney
Cammack	Frankton	Middletown	Rosedale
Carbon	Garden City	Mier	Rosstown
Cardonia	Garfield	Millersburg	Royerton
Carmel	Gas City	Millgrove	Rushville
Carpentersville	Gaston	Milton	St. Bernice
Cayuga	Gem	Mitchell	St. Mary Of The Woods
Centenary	Glenn Ayre	Modoc	Saline City
Center Point	Greencastle	Monroeville	Samaria
Centerton	Greenfield	Montezuma	Sandcut
Centerville	Greensburg	Montpelier	Sanford
Charlestown	Greenwood	Mooresville	Seelyville
Charlottesville	Hagerstown	Morgantown	Sellersburg
Chesterfield	Hamburg	Mount Auburn	Selma
Cicero	Hanover	Mount Comfort	Sexton
Circleville	Harmony	Mount Summit	Seymour
Clarksville	Harrodsburg	Mulberry	Shadeland
Clay City	Hartford City	Muncie	Shelbyville
Clear Creek	Hillsboro	Needham	Shepardsville
Clermont	Hillsdale	Needmore	Sheridan
Clifford	Hindustan	New Albany	Shideler
Clinton	Home Place	New Britton	Shirkieville
Cloverdale	Hope	New Castle	Shoals
Cloverland	Hopewell	New Columbus (Ovid)	Sims
Columbus	Hortonville	New Goshen	Smith Valley
Converse	Huntington	New Palestine	Smithfield
Covington	Huntsville	New Whiteland	South Rob
Cowan	Ingalls	Newport	Speed

## **LOCATIONS SERVED**

### **Cities, Towns and Unincorporated Communities**

Spelerville  
Spiceland  
Spring Grove  
Spring Lake  
Springport  
Springville  
Staunton  
Summit Grove  
Summitville  
Stockwell  
Straughn  
Swayzee  
Sweetser  
Tangier  
Taylorsville  
Tecumseh  
Terre Haute  
Thorntown  
Tipton  
Toad Hop  
Trafalgar  
Ulen  
Unionport  
Unionville  
Universal  
Upland  
Utica  
Van Buren  
Veedersburg  
Walesboro  
Warren  
Watson  
Waverly  
Waynesville  
Waynetown  
West Lafayette  
West Terre Haute  
Westpoint  
Westport  
Westwood  
Whitcomb Heights  
Whiteland  
Whitestown  
Williamsport  
Windsor  
Yeddo  
Yorktown  
Youngstown  
Zionsville

## LOCATIONS SERVED

### Listing of Locations Served By County

Adams County  
Decatur  
Rural Areas

Allen County  
Monroeville  
Rural Areas

Bartholomew County  
Clifford  
Columbus  
East Columbus  
Garden City  
Hope  
Jonesville  
Rosstown  
Taylorsville  
Walesboro  
Waynesville

Blackford County  
Hartford City  
Millgrove  
Montpelier

Boone County  
Fayette  
Lebanon  
Kirklin  
Mechanicsburg  
Pike  
Thorntown  
Ulen  
Whitestown  
Zionsville

Clark County  
Charlestown  
Clarksville  
Hamburg  
Jeffersonville  
Sellersburg  
Speed  
Utica  
Watson

Clay County  
Ashboro  
Billtown  
Billville  
Brazil  
Carbon  
Cardonia  
Center Point  
Clay City  
Cloverland

Harmony  
Knightsville  
Martz  
Poland  
Prairie City  
Saline City  
Staunton

Clinton County  
Antioch  
  
Boyleston  
Frankfort  
Jefferson  
Michigantown  
Mulberry

Decatur County  
Adams  
Burney  
Greensburg  
Westport

Delaware County  
Albany  
Cammack  
Cowan  
Daleville  
Eaton

Gaston  
Muncie  
Oakville  
Reed  
Royerton  
Selma  
Shideler  
Smithfield  
Yorktown

Fayette County  
Rural Areas

Floyd County  
Floyds Knobs  
New Albany

Fountain County  
Attica  
Covington  
Hillsboro  
Kingman  
Tangier  
Veedersburg  
Yeddo

Grant County  
Fairmount  
Fowlerton  
Gas City  
Jonesboro  
Marion  
Matthews  
Mier  
Sims  
Swayzee  
Sweetser  
Upland  
Van Buren

Green County  
Crane  
Owensburg

Hamilton County  
Arcadia  
Aroma  
Atlanta  
Bakers Corner  
Carmel  
Cicero  
Fishers  
Home Place  
Hortonville  
Millersburg  
New Britton  
Noblesville  
Sheridan

Hancock County  
Charlottesville  
Eden  
Fortville  
Gem  
Greenfield

Maxwell  
McCordsville  
Mount Comfort  
New Palestine  
Philadelphia  
Spring Lake

Hendricks County  
Avon  
Brownsburg  
Clermont  
Danville  
Lizton  
North Salem  
Pittsboro  
Plainfield

Henry County  
Dunreith  
Knightstown  
Lewisville  
Middletown  
Mount Summit  
New Castle  
Raysville  
Spiceland  
Springport  
Straughn  
Westwood

Huntington County  
Andrews  
  
Huntington  
Majenica  
Markle  
Plum Tree  
Warren

Jackson County  
Rockford  
Seymour

Jay County  
Dunkirk  
Redkey

Jefferson County  
Hanover  
Madison

Johnson County  
Amity  
Bargersville  
Bud  
Edinburg  
Franklin  
Greenwood  
Hopewell  
Lambs Lake  
Needham  
New Whiteland  
Ninevah  
Old Bargsersville  
Prince's Lakes  
Providence  
Samaria  
Smith Valley  
Trafalgar  
Whiteland

Lawrence County  
Bedford  
Mitchell  
Needmore  
Oolitic

Madison County  
Alexandria  
Anderson  
Chesterfield  
Dundee  
Edgewood  
Elwood  
Emporia  
Florida Station  
Frankton  
Huntsville  
Ingalls  
Lapel  
Linwood  
Markleville

New Columbus  
Orestes  
Pendleton  
River Forest  
Summitville

Marion County  
Bridgeport  
Cumberland

## LOCATIONS SERVED

### Listing of Locations Served By County

Martin County  
Shoals

Miami County  
Converse

Monroe County  
Bloomington  
Clear Creek  
Dolan  
Ellettsville  
Harrodsburg  
Hindustan  
Springville  
Unionville

Montgomery County  
Crawfordsville  
Garfield  
Ladoga  
Linden  
Waynetown

Morgan County  
Bethany  
Brooklyn  
Brookmore  
Centerton  
Lewisville  
Martinsville  
Mooreville  
Morgantown  
Paragon  
Waverly

Orange County  
Rural Areas

Owen County  
Quincy  
Rural Areas

Parke County  
Annapolis  
Bloomingdale  
Lyford  
Marshall  
Mecca  
Montezuma  
Numa  
Rockville  
Rosedale

Putnam County  
Bainbridge  
Carpentersville  
Cloverdale  
Greencastle  
Putnamville  
Roachdale

Randolph County  
Farmland  
Lynn  
Modoc  
Parker City  
Unionport  
Windsor

Rush County  
Circleville  
Mays  
Raleigh  
Rushville  
Sexton

Shelby County  
Fairland  
Shelbyville

Tippecanoe County  
Battle Ground  
Buck Creek  
Dayton  
Elston  
Lafayette  
Romney  
Shadeland  
South Rob  
Stockwell  
West Lafayette  
Westpoint

Tipton County  
Tipton

Vermillion County  
Blanford  
Cayuga  
Centenary  
Clinton  
Dana  
Fairview Park  
Hillsdale  
Newport  
St. Bernice  
Summit Grove  
Universal

Vigo County  
Atherton  
Burnett  
Dresser  
East Glenn  
Ferguson Hill  
Fontanet  
Glenn Ayre  
Larmier Hill  
Libertyville  
Marion Heights  
New Goshen

Vigo County, cont

North Terre Haute  
Pimento  
Prairieton

St. Mary Of The Woods  
Sandcut  
Sanford  
Seelyville

Shepardsville  
Shirkieville  
Spelterville  
Tecumseh

Terre Haute  
Toad Hop  
West Terre Haute  
Whitcomb Heights  
Youngstown

Wabash County  
LaFontaine

Warren County  
Pence  
Williamsport

Wayne County  
Cambridge City  
Centerville  
Dublin  
East Germantown  
Hagerstown

Milton  
Mount Auburn  
Pershing  
Richmond  
Spring Grove

Wells County  
Rural Areas  
Bluffton  
Poneto

White County  
Rural Areas  
Brookston

## **DEFINITIONS**

Except where the context requires otherwise, the following terms shall have the meanings defined below when used in this Tariff for Gas Service:

### **Abbreviations:**

**Btu** - British Thermal Unit  
**Ccf** - Hundred Cubic Feet  
**Cf** - Cubic Foot  
**Cfh** - Cubic Feet per Hour  
**Dth** - Ten therms or One Dekatherm  
**FERC** - Federal Energy Regulatory Commission  
**GCA** - Gas Cost Adjustment  
**IURC** - Indiana Utility Regulatory Commission  
**Mcf** - Thousand Cubic Feet  
**OUC** - Indiana Office of Utility Consumer Counselor  
**PSIG** - Pounds per square inch gauge

**Adjustment Rider** - A unit cost applied to a Customer's Bill that recovers Company expenses approved by the Commission.

**Alternate Fuel** - The form of energy used by Customer in place of Gas Service during Curtailment periods. Gas Service provided by Company under another Rate Schedule shall not qualify as an Alternate Fuel.

**Annual Usage** - Customer's actual total gas usage for the most recent twelve consecutive billing months, or Company's estimate of Customer's total gas usage for the next twelve consecutive billing months if actual usage information is not available.

**Bill** - An itemized list or statement of fees and charges for Gas Service. A Bill may be rendered by mail or by electronic means.

**British Thermal Unit** - The average amount of heat necessary to increase the temperature of one pound of water by 1° Fahrenheit in the temperature range of 32° to 212° Fahrenheit at 14.73 pounds per square inch absolute pressure.

**Btu Adjustment Factor** - The average Btu content of gas supplied to Customer, as determined periodically by Company, which is applied to Customer's metered volumetric usage to determine therms usage for billing purposes.

**Bypass** - A direct or indirect interconnection of Customer's Premises with another supplier of gas service resulting in the displacement or substantial reduction in Gas Service provided by Company.

**Cashout** - The monetary settlement of over-delivery and under-delivery gas imbalances between Company and Pool Operators, School Suppliers, or Transportation Customers.

**Central Clock Time (CCT)** - Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.

**Commercial Customer** - Any Customer primarily engaged in wholesale or retail trade and services (including central heating and air conditioning facilities of apartment complexes), any local, state and federal governmental agency and any Customer not covered by another classification. When Gas Service is supplied through one meter to an apartment house or multiple unit dwelling, the service shall be classified as Commercial, in which case the applicable Non-Residential service Rate Schedule shall apply.

## **DEFINITIONS**

**Commission** - The Indiana Utility Regulatory Commission.

**Commission's Regulations** - The Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana, as promulgated from time-to-time by the Commission.

**Company** - Indiana Gas Company, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc. (Vectren North).

**Company-Supplied Gas** - Gas purchased by Company for resale to Customer.

**Company's General Terms and Conditions** - General Terms and Conditions Applicable to Gas Service, as amended from time-to-time, and as approved by the Commission as part of this Tariff for Gas Service.

**Curtailement** - The interruption or limitation of the Gas Service available to Customer pursuant to Company's Curtailement Procedures.

**Curtailement Period** - The period of time, as specified by Company, during which Gas Service is subject to Curtailement.

**Curtailement Procedures** - Rule 24 of Company's General Terms and Conditions.

**Customer** - Any individual, partnership, association, firm, public or private corporation or any other entity receiving Gas Service provided by Company with its consent. A Customer shall include any person receiving Gas Service from Company irrespective of whether that person is the individual in whose name the Gas Service is being received.

**Customer-Delivered Gas** - Gas delivered by Customer, or on Customer's behalf, to Company's distribution system.

**Daily Pipeline Nomination** – Nomination made by Supplier on pipeline's EBB indicating the quantity of gas being delivered to Company's city gate.

**Daily Transportation Nomination** – Nomination made by School Supplier on Company's EBB indicating the quantity of gas being delivered to Company's city gate.

**Directed Delivery Quantity (DDQ)** - The daily quantity of gas in Dth that School Supplier must deliver to Company's city gates, as specified by Company, to meet the Expected Demand of School Supplier's Pool, adjusted for prior imbalances associated with volume reconciliations, operating constraints, system knowledge/experience, and Company's Unaccounted for Gas Percentage.

**Educational Institution** – An institution administering or providing educational programs from kindergarten through post-secondary level.

**Electronic Bulletin Board (EBB or Extranet)** – Company's electronic communications software that facilitates nominations, confirmation and other administrative functions associated with Transportation Service.

**Expected Demand** – A School Supplier's Pool's forecasted usage for a particular gas day, as determined by Company.

**Gas Cost Adjustment** - Gas cost recovery process approved for the Company through various Commission orders, including the Commission's generic orders in Cause No. 37091.

## **DEFINITIONS**

**Gas Service** - The availability of natural gas or a mixture of natural gas and other compatible gases at Company's point of delivery to Customer, irrespective of whether any such gas is actually consumed.

**Group 1** - Company's designation for a Customer served by a meter with rated capacity of 450 Cfh or less.

**Group 2** - Company's designation for a Customer served by a meter with rated capacity of greater than 450 Cfh and less than 5000 Cfh.

**Group 3** - Company's designation for a Customer served by a meter with rated capacity of 5000 Cfh or greater.

**Heating Degree Day** - A standard measure of the coldness of the temperatures experienced, based on the extent to which the daily mean temperature falls below a reference temperature of 65 degrees Fahrenheit.

**Industrial Customer** - A Customer primarily engaged in a process which creates or changes raw or unfinished materials into another form or product.

**Interrupted-type Pilot Light** - A pilot light, attached to Customer's alternate fuel equipment, that requires gas only during the flame-establishing period and is cut-off at the end of this period.

**Interruptible Service** - Gas Service subject to Curtailment and requiring Customer to maintain Alternate Fuel capability.

**Maximum Daily Usage** - Customer's maximum actual gas usage or Company's estimate of Customer's maximum gas usage for any 24 hour period.

**Mobile Home Park** - Residential development which includes ten or more permanent Mobile Home sites.

**Non-Residential Customer** - Any Customer that is not a Residential Customer.

**Non-Gas Cost Revenue** - Revenue received by Company from Customer, excluding gas costs such as pipeline storage and transportation costs, commodity gas costs, and other gas costs recovered through the Gas Cost Adjustment.

**Operating System** - Any portion of Company's distribution system for which gas deliveries and gas demands must be balanced separately from other portions of the distribution system, due to operational and contractual limitations.

**Operational Flow Order (OFO)** – An order issued by the Company via its EBB, fax machine, or telephone directing Pool Operator, School Supplier or Transportation Customer to deliver specific quantities of gas via specific pipelines.

**Peak Design Day Demand** – The then-effective forecasted peak design day usage of a Customer Pool as calculated and communicated by Company.

**Pool** - A group of Transportation Customers who have been aggregated by a Pool Operator or School Supplier for gas supply management purposes.

**Pool Operator** - A marketer, supplier, or Transportation Customer that provides gas supply management for a Pool.

## **DEFINITIONS**

**Pool Operator–Delivered Gas** - Gas delivered by a Pool Operator or on Pool Operator's behalf, to Company's distribution system.

**Premises** - The main residence or living quarters for a Residential Customer, or the main building of a Commercial or Industrial Customer. The Premises shall include the outlying or adjacent buildings used by the same Customer, provided the use of Gas Service in the outlying or adjacent building(s) is supplemental to the Gas Service used in the main residence, main living quarters, or main building of Customer.

**Rate Schedule** - A Gas Service applicable to a particular classification of Customer with specific Availability, Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

**Residential Customer** - Customer using Gas Service primarily for a single family dwelling unit, mobile home, apartment or condominium.

**Sales Customer** - A Customer receiving Sales Service from Company.

**Sales Service** - Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.

**School Supplier** – A gas supplier that provides gas supply management for a Pool of Customers for which an Educational Institution is responsible for payment of rates and charges to Company.

**School Pooling Agreement** - An agreement between Company and School Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 285-School Pooling Service.

**School Supplier–Delivered Gas** - Gas delivered by a School Supplier, or on behalf of a School Supplier, to Company's distribution system.

**School Transportation Agreement** – Written agreement between Company and Educational Institution defining Terms and Conditions of the Educational Institution's Gas Service.

**Service Area** - Areas in which Company has Gas Service available, or may offer Gas Service, as certified by the Commission.

**Spaceheating Customer** - Any Customer receiving Gas Service, any part of which Customer uses as fuel for the heating of some portion or all of Customer's Premises.

**Summer Season** - The months of April through October, inclusive.

**Therm** - 100,000 Btu.

**Throughput** - The sum of Sales and Transportation Service quantities.

**Transportation Customer** - A Customer receiving Transportation Service from Company.

**Transportation Service** - Gas Service involving the delivery by Company to Customer of Customer-Delivered, School Supplier-Delivered or Pool Operator-Delivered gas.

**Unapproved Use of Gas** - Any use by Customer of Company-delivered gas that is inconsistent with Company's Tariff for Gas Service.

**Winter Season** - The months of November through March, inclusive.

## **RATE 210** **RESIDENTIAL SALES SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and gas supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable only to Residential Customers.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Sales Service. Transportation Service is not provided under this Rate Schedule. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Sales Service hereunder shall be:

#### **Customer Facilities Charge -**

\$11.25 per meter

#### **Distribution Charge -**

First 45 therms @ \$0.2649 per therm

Over 45 therms @ \$0.1858 per therm

#### **Appendices:**

The following Appendices shall be applied monthly, if applicable:

- Appendix A – Gas Cost Adjustment
- Appendix B – Normal Temperature Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment
- Appendix I – Energy Efficiency Rider

#### **Minimum Monthly Charge -**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### **Other Charges -**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 211** **UNMETERED GAS LIGHTING SALES SERVICE**

### **AVAILABILITY**

This Rate Schedule is available only to those Customers described in the APPLICABILITY section of this Rate Schedule.

### **APPLICABILITY**

This Rate Schedule shall be applicable only to those certain Customers who have continuously received unmetered gas lighting sales service since March 1, 1984, at the address and service connection as of that date.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of unmetered Sales Service for gas lighting fixtures attached directly to Company's distribution mains or services. Transportation Service is not provided under this Rate Schedule. Gas Service provided hereunder shall be billed separately from Gas Service provided under any other Rate Schedule. No other burners, apparatus, appliances or equipment shall be piped or connected in any manner which will permit them to operate from the Gas Service provided under this Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Sales Service shall be:

**Distribution Charge** - \$3.70 per gas lighting fixture

#### **Appendices:**

The following Appendices shall be applied monthly, if applicable:

- Appendix A – Gas Cost Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment

#### **Other Charges -**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 220** **GENERAL SALES SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and gas supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer, electing service hereunder, whose Annual Usage is less than 500,000 therms and whose Maximum Daily Usage is less than 15,000 therms.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Sales Service. Transportation Service is not provided under this Rate Schedule. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Sales Service hereunder shall be:

#### **Customer Facilities Charge -**

Group 1: \$17.00  
Group 2: \$46.00  
Group 3: \$93.00

#### **Distribution Charge -**

First 500 therms @ \$0.1743 per therm  
Over 500 therms @ \$0.1541 per therm

#### **Appendices:**

The following Appendices shall be applied monthly, if applicable:

- Appendix A – Gas Cost Adjustment
- Appendix B – Normal Temperature Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment
- Appendix I – Energy Efficiency Rider

#### **Minimum Monthly Charge –**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### **Other Charges –**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

### **CONTRACT**

For Customers with Annual Usage greater than 250,000 therms, Customer shall enter into a written contract which specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation

## **RATE 220** **GENERAL SALES SERVICE**

by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

### **CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided by Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer shall curtail gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 225**

# **SCHOOL TRANSPORTATION SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities, which determination shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Customer

- 1) whose Annual Usage is less than 50,000 therms and
- 2) for which payment of rates and charges to Company is the responsibility of an Educational Institution, which elects service hereunder.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service hereunder shall be:

#### **Customer Facilities Charge –**

- Group 1: \$17.00
- Group 2: \$46.00
- Group 3: \$93.00

#### **Distribution Charge -**

- First 500 therms @ \$0.1743 per therm
- Over 500 therms @ \$0.1541 per therm

#### **Appendices:**

The following Appendices shall be applied monthly, if applicable:

- Appendix A – Gas Cost Adjustment
- Appendix B – Normal Temperature Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment
- Appendix I – Energy Efficiency Rider

#### **Related Charges –**

Customer shall reimburse Company for all charges incurred on Customer's behalf in connection with transportation of gas for Customer's account, including any pipeline penalty charges or cashout provisions assessed to Company.

## **RATE 225**

### **SCHOOL TRANSPORTATION SERVICE**

**Minimum Monthly Charge –**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Other Charges –**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

**Switching Charges –**

Customer shall be charged \$10.00 per meter per switch for switching School Suppliers more than once per calendar year.

**CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided under Rule 24 of the General Terms and Conditions Applicable to Gas Service ("Rule 24") and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer must curtail gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

**SCHOOL TRANSPORTATION PROVISIONS**

The following School Transportation Provisions are applicable to Customers served under this Rate Schedule.

- (1) A School Transportation Service Customer must become a member of a Pool pursuant to the provisions of Rate 285, School Pooling Service. School Supplier will be responsible for managing the Pool's gas supply. Customer shall enter into a School Transportation Agreement with Company that designates its selected School Supplier from a list of approved School Suppliers that have signed School Pooling Agreements with Company. Such elections will carry over from month to month unless Customer and School Supplier notify Company of any change at least ten (10) business days prior to the start of a new month.
- (2) Customer's prior delinquencies must be cured prior to commencing participation in School Transportation Service, unless otherwise agreed to in advance by Company. School Transportation Service will be effective as of Customer's next read date.
- (3) In the event of default of the School Supplier, Customer shall be returned to Sales Service or may designate another School Supplier. Customer shall be liable for its portion of applicable charges owed by defaulting School Suppliers, as determined by Company after review of all available facts and circumstances including documented deliveries and consumption.

**RATE 225**  
**SCHOOL TRANSPORTATION SERVICE**

- (4) To compensate for unaccounted for gas losses, the quantity of gas available to School Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to Company's distribution system at the point of receipt for the account of Customer, reduced by the Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) A Customer that has voluntarily returned from School Transportation Service to Sales Service must remain on Sales Service for not less than one year before returning to School Transportation Service, unless expressly authorized by Company.
- (6) An Educational Institution must be a registered user of vectren.com to obtain historical usage information, and in order to obtain a single summary bill and remit a single monthly payment.

**TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 229** **NATURAL GAS VEHICLE SERVICE**

### **AVAILABILITY**

This Rate Schedule is available only to those Customers described in the APPLICABILITY section of this Rate Schedule.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Customer that elects to receive Gas Service under this Rate Schedule for the express and limited purpose of fueling a natural gas vehicle ("NGV").

### **CHARACTER OF SERVICE**

Use of natural gas provided hereunder to a Customer-owned NGV facility is limited exclusively for the compression of such gas for use in fueling motorized vehicles and shall not be used by Customer for any other purpose. Gas Service provided hereunder from a designated Company-owned NGV facility is for the express and limited purpose of fueling natural gas vehicles by Customer.

This Rate Schedule applies to the provision of Sales Service. Transportation Service is not provided under this Rate Schedule. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Sales Service hereunder shall be:

For Gas Service provided to a Customer-owned NGV facility:

**Customer Facilities Charge -**  
\$24.94 per meter.

**Distribution Charge -**  
\$0.0516 per therm for all therms supplied.

For Gas Service provided from a designated Company-owned NGV facility:

**Distribution Charge -**  
\$0.3954 per therm for all therms supplied.

### **Appendices:**

The following Appendices shall be applied monthly:

- Appendix A – Gas Cost Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment

### **Taxes –**

Customer shall be responsible for and shall reimburse the Company for all taxes payable by Company to governmental entities on the sale of natural gas for use in providing NGV service.

## **RATE 229** **NATURAL GAS VEHICLE SERVICE**

**Minimum Monthly Charge -**

The Minimum Monthly Charge shall be the Customer Facilities Charge, if applicable.

**Other Charges -**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

**CONTRACT**

For Customers with Annual Usage greater than 250,000 therms, Customer shall enter into a written contract, which specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The Contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the Contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

**CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided by Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer shall curtail gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

**TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 240** **INTERRUPTIBLE SALES SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and gas supplies, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer that:

1. has an Annual Usage of less than 500,000 therms, and
2. has a Maximum Daily Usage of less than 15,000 therms, and
3. complies with the Alternate Fuel Capability Requirement of this Rate Schedule, and
4. enters into a written contract with Company to receive Gas Service under this Rate Schedule.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Interruptible Sales Service. Transportation Service is not provided under this Rate Schedule. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Sales Service hereunder shall be:

#### **Customer Facilities Charge -**

\$175.00 per customer

#### **Distribution Charge -**

First 2500 therms @ \$0.1501 per therm

Over 2500 therms @ \$0.0619 per therm

#### **Appendices:**

The following Appendices shall be applied monthly:

- Appendix A – Gas Cost Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment

#### **Minimum Monthly Charge -**

The Minimum Monthly Charge shall be Customer Facilities Charge.

#### **Other Charges -**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

### **CONTRACT**

Customer shall enter into a written contract which specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon. The contract shall specify the Alternate Fuel to be used by Customer during Curtailment periods.

## **RATE 240** **INTERRUPTIBLE SALES SERVICE**

### **ALTERNATE FUEL CAPABILITY REQUIREMENT**

Customer shall be obligated to continuously provide and maintain on the Premises Alternate Fuel equipment and Alternate Fuel storage facilities and shall make necessary contractual arrangements for maintenance and replenishment of such Alternate Fuel capability sufficient to satisfy, during periods of Curtailment, all demands of Customer normally met by Gas Service provided under this Rate Schedule. Alternate Fuel capability is not required if Customer has no gas demands during the months of December, January and February.

Company shall have the right to require a test Curtailment for verifying Customer's compliance with the Alternate Fuel Capability Requirement of this Rate Schedule, each such Curtailment lasting not more than forty-eight hours. However, Company shall be under no obligation to require such a test. If Customer does not demonstrate compliance with the requirements set forth in this section, Company shall be entitled to discontinue Gas Service to Customer under this Rate Schedule until Customer demonstrates compliance to Company's satisfaction.

### **CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided by Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer shall curtail gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Only Interrupted-type Pilot Lights shall be provided Gas Service under this Rate Schedule during periods of Curtailment.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 245** **LARGE GENERAL TRANSPORTATION SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities, which determination shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer that:

1. has an Annual Usage of greater than or equal to 50,000 therms and less than 500,000 therms,
2. has a Maximum Daily Usage of less than 15,000 therms,
3. complies with the Measurement Requirement section of this Rate Schedule, and
4. enters into a written contract with Company to receive Gas Service under this Rate Schedule.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Transportation Service. Interim Supply Service as described below may also be provided under this Rate Schedule, at Company's sole discretion. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service hereunder shall be:

**Customer Facilities Charge –**  
\$200.00 per customer

**Distribution Charge –**  
Applicable to all therms delivered to Customer during the billing month.  
First 2500 therms @ \$0.1713 per therm  
Over 2500 therms @ \$0.0776 per therm

#### **Appendices:**

The following Appendices shall be applied monthly:

- Appendix A – Gas Cost Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment

#### **Related Charges –**

Customer shall reimburse Company for all charges incurred on Customer's behalf in connection with transportation of gas for Customer's account, including any pipeline penalty charges or cashout provisions assessed to Company.

#### **Nomination and Balancing Provisions Charges –**

The various Charges and Cashouts set forth in Appendix E shall be charged to Customer, if applicable.

#### **Minimum Monthly Charge –**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### **Other Charges –**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

## **RATE 245**

# **LARGE GENERAL TRANSPORTATION SERVICE**

### **CONTRACT**

Customer shall enter into a written contract which specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

### **UNACCOUNTED FOR GAS PERCENTAGE**

To compensate for unaccounted for gas losses, the quantity of gas available to Customer on a daily basis shall be equal to the quantity of gas delivered to Company's distribution system at the point of receipt for the account of Customer, reduced by the Unaccounted For Gas Percentage as set forth in Appendix F.

### **NOMINATION AND BALANCING PROVISIONS**

Customer shall be subject to the provisions set forth in Appendix E.

### **MEASUREMENT REQUIREMENT**

Customer shall provide and maintain on the Premises at the meter location electric and telephone service as required by Company for the operation of Company-owned electronic gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

### **CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided by Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer shall curtail gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

### **INTERIM SUPPLY SERVICE**

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 260** **LARGE VOLUME TRANSPORTATION SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities, which determinations shall be within Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer that:

1. has an Annual Usage of 500,000 therms or greater, or has a Maximum Daily Usage of 15,000 therms or greater, or uses No. 6 fuel oil as an Alternate Fuel, and
2. complies with the Measurement Requirement section of this Rate Schedule, and
3. has entered into a written contract with Company to receive Gas Service under this Rate Schedule.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Transportation Service. Interim Supply Service as described below may also be provided under this Rate Schedule, at Company's sole discretion. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service hereunder shall be:

#### **Customer Facilities Charge -**

\$1,100.00 per customer

#### **Distribution Charge -**

Applicable to all therms delivered to Customer during the Billing Month.

First 50,000 therms @ \$0.0561 per therm

Next 250,000 therms @ \$0.0441 per therm

Over 300,000 therms @ \$0.0293 per therm

#### **Appendices:**

The following Appendices shall be applied monthly:

- Appendix A – Gas Cost Adjustment
- Appendix G – Universal Service Fund Rider
- Appendix H – Pipeline Safety Adjustment

#### **Related Charges –**

Customer shall reimburse Company for all charges incurred on Customer's behalf in connection with transportation of gas for Customer's account, including any gas costs, pipeline penalty charges or Cashout provisions assessed to Company.

#### **Nomination and Balancing Provisions Charges –**

The various Charges and Cashouts set forth in Appendix E shall be charged to Customer, if applicable.

#### **Minimum Monthly Charge –**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### **Other Charges -**

The Other Charges set forth in Appendix C shall be charged to Customer, if applicable.

## **RATE 260** **LARGE VOLUME TRANSPORTATION SERVICE**

### **CONTRACT**

Customer shall enter into a written contract with Company, which specifies the hourly and daily maximum gas requirements of Customer and any other terms reasonably required by Company. The contract shall have an initial term of not less than two years and shall automatically extend for succeeding two-year terms thereafter, subject to cancellation by either party after written notice submitted not less than six months prior to the end of the initial term or any succeeding two-year term.

### **UNACCOUNTED FOR GAS PERCENTAGE**

To compensate for unaccounted for gas, the quantity of gas available to Customer on a daily basis shall be equal to the quantity of gas delivered to Company's distribution system at the point of receipt for the account of Customer, reduced by the Unaccounted For Gas Percentage as set forth in Appendix F.

### **NOMINATION AND BALANCING PROVISIONS**

Customer shall be subject to the provisions set forth in Appendix E.

### **MEASUREMENT REQUIREMENT**

Customer shall provide and maintain on the Premises at the meter location electric and telephone service as required by Company for the operation of Company-owned electronic gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

### **CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided under Rule 24 and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Customer must curtail interruptible gas usage in not more than two hours upon notice from Company directing Curtailment of Gas Service under this Rate Schedule.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

### **INTERIM SUPPLY SERVICE**

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

### **TERMS AND CONDITIONS**

Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 270**

### **LONG-TERM CONTRACT SERVICE**

#### **AVAILABILITY**

Availability of Gas Service under this Rate Schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's reasonable discretion. Gas Service hereunder shall also be subject to the prior approval by the Commission of the written contract between Company and Customer and subject to revocation, amendment or rescission by the Commission under applicable law.

#### **APPLICABILITY**

This Rate Schedule shall be applicable to any Commercial or Industrial Customer that agrees to receive Gas Service hereunder pursuant to a written contract with Company for one or more Premises. In order for customer to qualify for application of this Rate Schedule, Customer must establish by verified statement to Company, and Company must first determine in its reasonable discretion, that at one or more of Customer's Premises, the Gas Service to be provided under this Rate Schedule is required to enable Company to preserve or attract the load at such Premises. The aggregation of separate Premises for the purpose of receiving Gas Service under this Rate Schedule shall be limited to facilities owned by Customer or owned by a corporate affiliate of Customer.

#### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Gas Service as specified in the written contract between Company and Customer. Gas Service provided hereunder shall be metered and billed separately from Gas Service provided under any other Rate Schedule.

#### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service provided hereunder shall be referenced in the written contract between Company and Customer and the level of the Rates and Charges shall depend upon Company's assessment of the nature and extent of the competitive circumstances pertaining to the applicable Customer load, as well as any other reasonable factors affecting the appropriateness of that level, including, but not limited to, the quantity of Gas Service used or to be used, the time when such Gas Service is used or will be used, and the purpose for which such Gas Service is used or will be used. Except as otherwise provided in the written contract between Company and Customer, the Rates and Charges are subject to revision by the Commission as provided by law.

#### **CONTRACT**

Customer shall enter into a written contract with Company which specifies the terms and conditions of the Gas Service to be provided hereunder. The written contract shall include any terms and conditions reasonably required by Company, including, but not limited to, the following:

1. Customer must agree to a term for the written contract of at least five years; and
2. Customer must agree that during the term of the written contract it will not bypass Company's system via a direct or indirect interconnection with another supplier of gas service or displace or substantially reduce Company's provision of energy service to Customer through the use of an energy service other than natural gas.

Unless otherwise agreed between Company and Customer, Commission approval of the written contract between Company and Customer, as filed, is a condition precedent to the provision of Gas Service by Company to Customer hereunder.

## **RATE 270** **LONG-TERM CONTRACT SERVICE**

### **UNACCOUNTED FOR GAS PERCENTAGE**

Except as otherwise provided in the written Contract between Company and Customer, Customer shall be subject to the Unaccounted For Gas Percentage set forth in Appendix F.

### **NOMINATION AND BALANCING PROVISIONS**

Except as otherwise provided in the written Contract between Company and Customer, Customer shall be subject to the provisions set forth in Appendix E.

### **CURTAILMENT**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands of Customers or to protect and replenish Company's underground storage reserves, which determinations shall be within Company's reasonable discretion, Customer shall, as provided in the written contract between Company and Customer and upon notice from Company, curtail use of gas to such extent and during such periods as Company shall specify.

Gas usage by Customer during a Curtailment period in excess of the quantity allowed shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.

### **MEASUREMENT REQUIREMENT**

Customer shall provide and maintain on the Premises at the meter location electric and telephone service as required by Company for the operation of Company-owned electronic gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

### **COMMISSION APPROVAL REQUIREMENT**

Prior to the initiation of Gas Service hereunder, the written contract between Company and Customer must be approved by the Commission. The Commission may approve written contracts between Company and Customers pursuant to the Commission's thirty (30) day filing process. A written contract pursuant to this Rate Schedule qualifies for approval by the Commission provided each of the following criteria is met:

1. Customer has entered into a written contract with Company which specifies the terms and conditions of the Gas Service to be provided.
2. The written contract between Company and Customer has been filed with the Commission for its approval.
3. The rates and charges for Gas Service provided under this Rate Schedule have been specified in the written contract.
4. Customer has agreed to a term for the written contract of at least five years.
5. Customer has agreed that during the term of the written contract it will not bypass Company's system via a direct or indirect interconnection with another supplier of gas service or displace or substantially reduce Company's provision of energy service to Customer through the use of an energy service other than natural gas.

**RATE 270**  
**LONG-TERM CONTRACT SERVICE**

6. At one or more of the Premises to be served pursuant to the written contract between Company and Customer, the service to be provided under this Rate Schedule is required to enable Company to preserve or attract the load.
7. The written contract between Company and Customer has been the result of "arm's length" negotiations.
8. The written contract between Company and Customer shall result in a direct benefit to Company's other customers.

**TERMS AND CONDITIONS**

Except as otherwise provided in the written contract between Company and Customer, Gas Service under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 280** **POOLING SERVICE**

### **APPLICABILITY**

Pooling Service is a service applicable to any Pool Operator and any Transportation Customer under Rates 245, 260, or 270 that designates a Pool Operator to manage its gas supplies as part of an aggregated Customer Pool.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Pooling Service for Transportation Customers. Pool Operator and electing Transportation Customer are subject to provisions of this Rate Schedule.

Pool Operator shall deliver to the Company gas supplies needed to satisfy the daily and monthly usage requirement of Pool Operator's Pool Customers in accordance with the requirements set forth in this Rate Schedule, Appendix E, and in the Pooling Agreement. Pooling will not be permitted across multiple Operating Systems unless approved in advance by the Company.

Pool Operator shall provide nominations for its aggregated Pool Customers' deliveries. For purposes of calculating daily and monthly imbalances, the usages of all Customers within a Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's total pipeline deliveries for such Pool.

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any daily and monthly imbalance Cashouts, and applicable charges. Transportation Customer shall remain responsible for all charges under its applicable Rate Schedule 245, 260, or 270.

Imbalance trading provided in Appendix E allows Pool Operator to trade imbalances to minimize otherwise applicable imbalance charges.

### **SUMMARY OF CHARGES**

Pool Operator's Bill shall be rendered monthly, and shall consist of the following charges, as applicable:

**Financial Evaluation Fee:** \$50 for the initial and each subsequent Pool Operator financial evaluation performed by Company.

**Administrative Fee:** Pool Operator shall be assessed a monthly Administrative Fee of \$100 for each Pool.

**Nomination and Balancing Charges:** All nomination and balancing charges and imbalance trading charges associated with Pool Operator's Pool, including those listed in Appendix E, Nomination and Balancing Provisions, shall be billed to Pool Operator each month.

## **RATE 280** **POOLING SERVICE**

**Related Charges:** Pool Operator shall reimburse Company for all charges incurred in connection with transportation of gas for Pool Operator's Pool including any gas costs, penalty charges, or Cashouts.

**Late Payment Charge:** Payment by Pool Operator shall be due seventeen (17) days from the date of issuance of the Bill. Company or an authorized agent must receive Payment of the total amount due by the due date shown on the Pool Operator's Bill. If Pool Operator does not pay the total amount due by the date shown, an additional amount equal to one percent (1%) of the total unpaid balance shall also become due and payable. For each subsequent month, or portion thereof, of non-payment, an additional charge of one percent of the total unpaid balance shall be assessed.

**Insufficient Funds Check Charge:** For each check of Pool Operator returned by any bank due to insufficient funds, Pool Operator shall be charged \$25.00 to cover a part of the cost of processing such check.

### **PROVISIONS AND REQUIREMENTS FOR TRANSPORTATION CUSTOMER PARTICIPATION**

Transportation Customer shall comply with the following provisions and requirements:

**Contract:** Customer shall enter into a contract with Company that designates its selected Pool Operator from a list of approved Pool Operators that have signed Pooling Agreements with Company and who comply with the provisions of this Rate Schedule. Such elections will carry over from month to month unless Customer and Pool Operator notify Company of any change at least ten (10) business days prior to the start of a new month.

**Initiation of Pooling Service:** An existing Rate 245, 260, or 270 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with Customer's next meter reading date.

Customer's prior delinquencies must be cured prior to commencing participation in Pooling Service, unless otherwise agreed to in advance by Company.

Customer shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with Company prior to commencing participation in Pooling Service, as follows:

- (1) If Customer has an ending under-delivery quantity, Customer shall pay Company for each Dekatherm of under-delivery quantity a price equal to the average of the previous six-months' Monthly Average Index Charges (as defined in Appendix E) plus applicable taxes.
- (2) If Customer has an ending over-delivery quantity, Company shall pay Customer for each Dekatherm of Over-delivery quantity a price equal to the average of the previous six-months' Monthly Average Index Charges (as defined in Appendix E).

## **RATE 280** **POOLING SERVICE**

### **PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION**

Pool Operator shall comply with the following provisions:

#### **Contract:**

Pool Operator must enter into a written Pooling Agreement with Company. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customers. The Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the Pooling Agreement expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

#### **Creditworthiness Standards and Requirements:**

In order to qualify for participation under the Pooling Service, Pool Operator must pass an initial Financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that Pool Operator possesses sufficient resources to perform its responsibilities and to ensure financial performance under this Rate Schedule. In addition, if Pool Operator's participation in the Pooling Service was previously terminated due to Pool Operator's non-compliance, Pool Operator shall provide information acceptable to Company that such cause for non-compliance has been corrected and will be avoided in the future. All prior delinquencies must be cured prior to commencing participation in the Pooling Service. Moreover, any and all charges from previous non-compliance shall be corrected prior to participation in the Pooling Service.

Pool Operator must complete and sign Company's Pool Operator Registration Form and Credit Application to be considered for participation in the Pooling Service. A Pool Operator desiring to participate in Pooling Service will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine a Pool Operator's creditworthiness. These standards will take into consideration the scope of the operations of each Pool Operator and the level of risk to Company. In order to pass Company's financial evaluation, a Pool Operator may be required to provide security, the form and amount of which shall be specified by the Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customers' payment histories, and related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria, and will not deny a Pool Operator's participation in Pooling Service without reasonable cause.

## **RATE 280** **POOLING SERVICE**

Company reserves the right to conduct a financial re-evaluation of Pool Operator from time to time. Such re-evaluation may be initiated either by a request from the Pool Operator, or by Company if Company reasonably believes that the creditworthiness of a Pool Operator may have changed or that the operating environment or other conditions may have changed that may have increased the risks posed by operations of the Pool. Based on such re-evaluation, a Pool Operator's level of participation may be increased or decreased, additional security may be required, or Pool Operator may be removed from further participation in the Pooling Service.

**Unaccounted for Percentage:**

To compensate for unaccounted for gas, the quantity of gas available to Pool Customers on a daily basis shall be equal to the quantity delivered to the Company's distribution system at the point of receipt by Pool Operator for Pool Customers, reduced by the Unaccounted for Percentage as set forth in Appendix F.

**Nomination and Balancing Provisions:**

Pool Operator shall be subject to the Nomination and Balancing Provisions in Appendix E.

**Curtailement Procedures:**

Pool Operator shall be subject to the Curtailement Procedures in Company's General Terms and Conditions.

**Required Regulatory Approvals:**

Pool Operator must have all required regulatory approvals related to the transportation of the gas for Pool Operator's Pool.

**Termination of Pooling Service Participation:**

A Pool Operator that ceases participation in Pooling Service shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with the Company, as follows:

- (1) If Pool Operator has an ending net under-delivery quantity, Pool Operator shall pay Company for each Dekatherm of under-delivery quantity a price equal to the average of the previous six months' Monthly Average Index Charge (as defined in Appendix E) plus applicable taxes.
- (2) If Pool Operator has an ending over-delivery quantity, Company shall pay Pool Operator for each Dekatherm of over-delivery quantity a price equal to the average of the previous six months' Monthly Average Index Charge (as defined in Appendix E).

**WAIVER OF CHARGES**

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Pool Operator or Transportation Customer pursuant to this Rate Schedule, provided, however, that the waiver of such charge shall be exercised on a non-discriminatory basis.

**TERMS AND CONDITIONS**

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 285** **SCHOOL POOLING SERVICE**

### **APPLICABILITY**

School Pooling Service is an optional service applicable to any School Supplier that has applied for and been approved under the Creditworthiness Standards and Requirements herein.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of School Pooling Service for Rate 225, School Transportation Service Customers.

School Supplier shall deliver to the Company gas supplies needed to satisfy the daily and monthly usage requirement of School Supplier's Pool Customers in accordance with the requirements set forth in this Rate Schedule, Appendix J, and the School Pooling Agreement. Pooling will not be permitted across multiple operational systems or transportation programs unless approved in advance by Company.

School Supplier shall provide nominations for its aggregated School Pool Customers' deliveries. For purposes of calculating daily imbalances, the School Pool's DDQ will be matched against the School Supplier's total pipeline deliveries for such Pool.

School Supplier shall be responsible for complying with Operational Flow Orders, daily balancing, and the payment of any daily imbalance Cashouts, and applicable charges.

Imbalance trading provided for in Appendix J allows School Supplier to trade imbalances to minimize otherwise applicable imbalance charges.

### **SUMMARY OF CHARGES**

School Supplier's Bill shall be rendered monthly, and shall consist of the following charges, as applicable:

**Financial Evaluation Fee:**

\$50 for the initial and each subsequent School Supplier financial evaluation performed by Company.

**Administrative Fee:** School Supplier shall be assessed a monthly Administrative Fee of \$100 for each Pool.

**Nomination and Balancing Charges:** All nomination and balancing charges and imbalance trading charges associated with School Supplier's School Pool, including those listed in Appendix J, School Nomination and Balancing Provisions, shall be billed to School Supplier each month.

**Nomination Error Charge:**

School Supplier shall pay a Nomination Error Charge of \$0.50 per Dekatherm on the quantity difference between School Supplier's Daily Transportation Nomination and the confirmed deliveries under School Supplier's Daily Pipeline Nomination for each day such difference occurs.

**DDQ Non-Compliance Charge:**

\$1 per Dth on days in which no Operational Flow Order (OFO) is in effect (provided no alternate arrangements are made with Company) against the daily difference between the Pool's DDQ and aggregate deliveries

## **RATE 285** **SCHOOL POOLING SERVICE**

**City Gate Allocation Non-Compliance Charge:**

\$1 per Dth on the quantity difference if School Supplier's Daily Pipeline Nomination is less than the minimum or greater than the maximum city gate allocation requirements.

**OFO Non-Compliance Charge:**

\$10 per Dth applied to the difference between School Supplier's DDQ and actual deliveries if School Supplier over-delivers on days in which a Warm Weather OFO is in effect or under-delivers on days in which a Cold Weather OFO is in effect.

**Related Charges:** School Supplier shall reimburse Company for all charges incurred by Company in connection with interstate pipeline transportation of School Supplier-Delivered Gas including any gas costs, penalty charges, or Cashouts.

**Late Payment Charge:** Payment by School Supplier shall be due seventeen (17) days from the date of issuance of the Bill. Company or an authorized agent must receive payment of the total amount due by the due date shown on the School Supplier's Bill. If School Supplier does not pay the total amount due by the date shown, an additional amount equal to one percent (1%) of the total unpaid balance shall also become due and payable. For each subsequent month, or portion thereof, of non-payment, an additional charge of one percent of the total unpaid balance shall be assessed.

**Insufficient Funds Check Charge:** For each check of School Supplier returned by any bank due to insufficient funds, School Supplier shall be charged as set forth in Appendix C, Other Charges to cover a portion of the cost of processing such check.

### **PROVISIONS AND REQUIREMENTS FOR SCHOOL SUPPLIER PARTICIPATION**

School Supplier shall comply with the following provisions:

**Contract:**

School Supplier must enter into a written School Pooling Agreement with Company. Such School Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and School Supplier under this Rate Schedule on behalf of the School Supplier's Pool Customers. The School Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term. However, in no event shall the School Pooling Agreement expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon, or School Supplier fails to perform its responsibilities hereunder and Company elects to terminate School Supplier's participation hereunder.

School Supplier must provide written notice to Company of Customers joining its pool, or Customers leaving their pool, 10 business days prior to the first of the month. The effective date for Customers joining or leaving pools will be Customer's read date the following month.

## **RATE 285** **SCHOOL POOLING SERVICE**

### **Creditworthiness Standards and Requirements:**

In order to qualify for participation under the School Pooling Service, School Supplier must pass an initial financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that School Supplier possesses sufficient resources to perform its responsibilities and to ensure financial performance under this Rate Schedule. In addition, if School Supplier's participation in School Pooling Service was previously terminated due to School Supplier's non-compliance, School Supplier shall provide information acceptable to Company that such cause for non-compliance has been corrected and will be avoided in the future. All prior delinquencies must be cured prior to commencing participation in the School Pooling Service. Moreover, any and all charges from previous non-compliance shall be corrected prior to participation in the School Pooling Service.

School Supplier must complete and sign the Company's School Supplier Registration Form and Credit Application to be considered for participation in the School Pooling Service. A School Supplier desiring to participate in the School Pooling Service will be evaluated by the Company to establish credit levels acceptable to the Company. The Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine a School Supplier's creditworthiness. These standards will take into consideration the scope of the operations of each School Supplier and the level of risk to Company. In order to pass Company's financial evaluation, School Supplier may be required to provide security, the form and amount of which shall be specified by Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customers' payment histories, and related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria, and will not deny School Supplier's participation in the School Pooling Service without reasonable cause.

Company reserves the right to conduct a financial re-evaluation of School Supplier from time to time. Such re-evaluation may be initiated either by a request from School Supplier, or by Company if Company reasonably believes that the creditworthiness of School Supplier may have changed or that the operating environment or other conditions may have changed that may have increased the risks posed by operations of the Pool. Based on such re-evaluation, School Supplier's level of participation may be increased or decreased, additional security may be required, or School Supplier may be removed from further participation in School Pooling Service.

### **School Supplier Code of Conduct**

Each School Supplier participating in School Pooling Service shall:

1. Communicate to Customers, in clear, understandable terms, Customers' rights and responsibilities. This communication shall include: 1) School Supplier's customer service address, local or toll-free telephone number and hours of operation; and 2) a statement describing the procedures for handling complaints and disputes.
2. Provide in writing, pricing and payment terms that are clear and understandable and inform Customers whether the price that Customer will pay is inclusive or exclusive of applicable taxes.

## **RATE 285** **SCHOOL POOLING SERVICE**

3. Refrain from engaging in communications, acts or practices that are fraudulent, deceptive, misleading, unfair, or unconscionable.
4. Deliver gas to Company on a firm basis on behalf of the School Supplier's Pool Customers in accordance with the requirements of Rate 285 and the School Pooling Agreement.
5. Establish and maintain a creditworthy financial position to enable School Supplier to indemnify Company for costs incurred as a result of any failure by School Supplier to deliver gas or pay invoices in accordance with the requirements of this Rate Schedule.
6. Make good faith efforts to resolve all disputes between School Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.

Failure to fulfill any of these obligations shall be considered a violation of the School Supplier Code of Conduct, subject to consequences set forth in the Consequences of School Supplier's Failure to Perform or Comply section of the following Terms and Conditions.

**Required Regulatory Approvals:**

School Supplier must comply with all state and federal regulations related to its transportation of School Supplier-Delivered Gas.

**TERMS AND CONDITIONS**

**Unaccounted for Percentage:**

School Supplier shall compensate Company for unaccounted for gas. The quantity of gas available to School Supplier's Pool Customers on a daily basis shall be equal to the quantity of gas delivered for Pool Customers into Company's distribution system at the point of receipt, reduced by the Unaccounted For Gas Percentage as set forth in Appendix F.

**Nomination and Balancing Procedures:**

School Supplier shall be subject to the School Nomination and Balancing Provisions in Appendix J.

**Comparable Firm Capacity Requirement:**

Each month, School Supplier agrees to secure sufficient firm interstate pipeline capacity with primary delivery points to Company's city gates and firm supply to meet 100% of that month's Peak Design Day Demand of its Pool Customers.

On a daily basis, Company will provide School Supplier with the revised Peak Design Day Demand for School Supplier's Pool effective the following day. This volume will change over time as necessary to reflect Customers joining and/or leaving School Supplier's Pool and any changes in Company's peak design day demand parameters.

Company may periodically verify School Supplier's compliance with this Comparable Firm Capacity Requirement. School Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not assigned by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If School Supplier is securing firm city gate supplies, School Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity.

## **RATE 285** **SCHOOL POOLING SERVICE**

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by one or a combination of the following, at School Supplier's discretion: 1) immediate acquisition by School Supplier of additional firm pipeline capacity, 2) assignment to School Supplier of Company's available pipeline capacity, 3) delayed enrollment of new Pool Customers, 4) return of existing Pool Customers to Company's Sales Service, or 5) transfer of Pool Customers to another School Supplier. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by one or a combination of the following, at School Supplier's discretion: 1) immediate acquisition by School Supplier of additional firm supply, 2) delayed enrollment of new Pool Customers, 3) return of existing Pool Customers to Company's Sales Service, or 4) transfer of Pool Customers to another School Supplier.

### **Assignment of Pipeline Capacity:**

School Supplier may seek assignment of Company's firm interstate pipeline capacity for meeting some portion of the usage requirements of School Supplier's Pool Customers. Company may decline to assign firm transportation and/or storage capacity if such capacity is needed to meet the needs of its Sales Service Customers or to perform the operational balancing function.

School Supplier shall take direct assignment of specific interstate pipeline firm transportation and/or storage capacity for a term, unless otherwise agreed to by Company, which is the lesser of: 1) the term of the School Pooling Agreement, or 2) the remaining term of the service agreement with the interstate pipeline applicable to such capacity, less one day, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions. Specific terms and conditions of any capacity assignment will be negotiated between School Supplier and Company, or its agent, including length of term, price, and recall timing, subject to FERC requirements for capacity release.

School Supplier may not change any primary points of receipt or delivery associated with assigned pipeline transportation contracts during the term of the capacity assignment. In addition, for specific parcels of capacity identified by Company, School Supplier may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by School Supplier and Company. The assigned capacity is subject to recall at any time if School Supplier does not perform in accordance with the School Pooling Agreement or fails to comply with the School Supplier Code of Conduct and other provisions set forth in these Terms and Conditions.

School Supplier may re-release any capacity assigned to it hereunder, provided that: 1) School Supplier will continue to be responsible to Company for payment of all pipeline charges associated with the assigned capacity; 2) any re-release of such capacity remains subject to the restrictions identified in the Assignment of Pipeline Capacity section; and 3) the capacity is not needed to satisfy the School Supplier's Pool's DDQ on such day(s). School Supplier may use other firm pipeline capacity to accomplish its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

## **RATE 285** **SCHOOL POOLING SERVICE**

**Company Demand Forecast:**

Company shall forecast each School Pool's Peak Design Day Demand and Expected Demand based upon Company's design day and forecasted weather, respectively, the number of Customers in the Pool, and the historic usage characteristics of the Pool Customers.

**Curtailment Provisions:**

School Supplier shall be subject to the Curtailment Procedures in Company's General Terms and Conditions Applicable to Gas Service, Rule 24.

**Consequences of School Supplier's Failure to Perform or Comply**

If School Supplier fails to deliver gas in accordance with the requirement of the School Pooling Agreement, or otherwise fails to comply with the provisions of this Rate Schedule, Company shall have the discretion to initiate the process to suspend temporarily or terminate such School Supplier's further participation for the applicable Pool.

If School Supplier is suspended or expelled from the School Pooling Service relative to a specific Pool, Customers in such Pool shall revert to Company's Sales Service, unless and until said Customers join another School Supplier's Pool. Any termination or cancellation of the School Pooling Agreement relative to some or all of the School Supplier's Pools and pursuant to any provision of this section shall be without waiver of any remedy, whether at law or in equity, to which the part not in default otherwise may be entitled for breach of the School Pooling Agreement.

**School Supplier Operator Withdrawal or Termination:**

If School Supplier in total or for a specific Pool is restricted from further participation in the School Pooling Service or elects to withdraw from the School Pooling Service, Company shall have the right to recall all pipeline capacity then assigned to School Supplier by Company associated with the specific Pool(s) in accordance with the terms of the release agreement, and have first rights to any additional pipeline capacity the School Supplier utilizes for delivery to Company's city-gate.

School Supplier shall remain responsible for the differences between the market value of the assigned pipeline capacity and the full demand charges applicable to such capacity until the earliest normal expiration date of the School Pooling Agreement, which shall constitute liquidated damages. Upon withdrawal or termination, any Over-Delivery Imbalance Quantity or Under-Delivery Imbalance Quantity shall be resolved through the purchase or sale of volumes at the price set out in the Volume Reconciliation section of Appendix J.

**Other**

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## APPENDIX A GAS COST ADJUSTMENT

### APPLICABILITY

The Gas Cost Adjustment (GCA), as updated from time-to-time, shall be applicable to the Gas Cost Charges included in Rate Schedules contained in this Tariff for Gas Service, as set forth below.

### DESCRIPTION

The GCA shall recover the following costs, as reviewed and approved by the Commission:

1. Demand, commodity and other costs of gas supply purchased from pipelines and other suppliers.
2. Demand, commodity and other costs of pipeline transportation service.
3. Demand, commodity and other costs of leased gas storage and related transportation costs.
4. The net cost of gas injected into and withdrawn from storage.
5. The various costs of propane supply.
6. Pipeline Take-or-Pay Charges and Transition Costs, and any like charges.
7. Applicable taxes, including Indiana Utility Receipts Tax.
8. All other costs approved for Gas Cost Adjustment recovery by the Commission.

### GCA CHARGES – Dollars per Therm

Rate Schedule	Service	Actual (\$ per Therm) Eff. Mar. 1, 2010	Estimated (\$ per Therm) Eff. Apr. 1, 2010	Estimated (\$ per Therm) Eff. May 1, 2010
210	Sales	\$0.5755	\$0.6309	\$0.6430
211 (1)	Sales	\$0.5755	\$0.6309	\$0.6430
220	Sales	\$0.5755	\$0.6309	\$0.6430
225	Transportation	\$0.0014	\$0.0012	\$0.0013
229	Sales	\$0.5755	\$0.6309	\$0.6430
240	Sales	\$0.5120	\$0.5674	\$0.5796
245	Transportation	\$0.0014	\$0.0012	\$0.0013
260	Transportation	\$0.0014	\$0.0012	\$0.0013
270	Transportation	\$0.0014	\$0.0012	\$0.0013

(1) The GCA for Rate 211 is stated in \$ per gas lighting fixture.

## **APPENDIX B** **NORMAL TEMPERATURE ADJUSTMENT**

The billed amount for each Rate 210, 220 and 225 Customer shall be subject to a Normal Temperature Adjustment (NTA) for each bill rendered during the seven winter billing periods commencing with Customer's first meter read date after October 14<sup>th</sup>.

The NTA adjusts each Customer's monthly billed amount to reverse the impact on margin recovery caused by non-normal temperatures during the billing period, as measured by actual heating degree day variations from normal heating degree days.

### **NTA COMPUTATION**

The NTA for each Customer's monthly billing shall be computed as follows:

$$\text{NTA} = \text{NTA Therms} \times \text{NTA Margin}$$

### **NTA THERMS**

The NTA Therms usage for each Customer to which the NTA Margin shall be applied is computed as follows:

$$\text{NTA Therms} = \frac{[\text{Actual Usage} - \text{Base Load Usage}]}{\text{Actual Degree Days}} \times [\text{Normal Degree Days} - \text{Actual Degree Days}]$$

### **NTA MARGIN**

The NTA Margin shall be the tail block rate of the Distribution Charge for the applicable Rate Schedule.

### **BASE LOAD THERMS**

Base Load Therms shall be Customer's average daily therms usage for the previous summer months (months of July and August) multiplied by the number of days in the billing period.

For Customers whose Base Load Usage cannot be accurately determined (e.g., new Customers without two months of summer usage history), an estimated Average Daily Therms shall be used.

### **NORMAL AND ACTUAL DEGREE DAYS**

Normal Degree Days for each Customer's billing period shall be those utilized by the Commission for purposes of determining Company's current base rates.

Actual Degree Days for each Customer's billing period shall be taken from the actual heating degree days reported each day by the National Weather Service.

## **APPENDIX B** **NORMAL TEMPERATURE ADJUSTMENT**

Normal Degree Days for the NTA are determined by the days included in each Customer's billing period. Normal Degree Days in a leap year (a year consisting of 366 days) differ from those in non-leap years (years consisting of 365 days). Applicable Normal Degree Days tables for leap and non-leap years, as determined in Company's most recent general rate case, follow. The Normal Degree Days tables for the "Southern Service Area" apply to Customers in locations in Company's "Southern Service Area" (as listed below); the Normal Degree Days tables for the "Northern Service Area" apply to all other Customers.

The following steps are used to determine Normal Degree Days in the NTA calculation:

1. Determine the days associated with Customer's billing period.
  - i. If the billing period includes days occurring in a leap year, the Normal Degree Days table for LEAP YEAR is used.
  - ii. If the billing period includes no days occurring in a leap year, the Normal Degree Days table for NON-LEAP YEAR is used.
2. From the appropriate table determine the total Normal Degree Days (NDD) for the current billing cycle, beginning with the day following the previous read date and ending with the current read date for the current billing period. This total represents the Normal Degree Days for the NTA calculation for the current billing period. Note: Actual Degree Days appear on Customer's bill.

### **SOUTHERN SERVICE AREA** **Listing of Locations**

<u>Clark County</u>	<u>Floyd County</u>
Charlestown	Floyds Knobs
Clarksville	New Albany
Hamburg	
Jeffersonville	<u>Jefferson County</u>
Sellersburg	Hanover
Speed	Madison
Utica	
Watson	

## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

### NORMAL DEGREE DAYS (NDD)

#### NORTHERN SERVICE AREA - NON-LEAP YEAR

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 22	0	Oct 13	10	Dec 4	29	Jan 25	39	Mar 18	22	May 9	6
Jul 2	0	Aug 23	0	Oct 14	10	Dec 5	29	Jan 26	38	Mar 19	22	May 10	6
Jul 3	0	Aug 24	0	Oct 15	10	Dec 6	30	Jan 27	38	Mar 20	22	May 11	5
Jul 4	0	Aug 25	0	Oct 16	11	Dec 7	30	Jan 28	38	Mar 21	21	May 12	5
Jul 5	0	Aug 26	0	Oct 17	11	Dec 8	31	Jan 29	38	Mar 22	21	May 13	5
Jul 6	0	Aug 27	0	Oct 18	11	Dec 9	31	Jan 30	38	Mar 23	21	May 14	5
Jul 7	0	Aug 28	1	Oct 19	12	Dec 10	31	Jan 31	38	Mar 24	20	May 15	5
Jul 8	0	Aug 29	1	Oct 20	12	Dec 11	32	Feb 1	38	Mar 25	20	May 16	4
Jul 9	0	Aug 30	1	Oct 21	12	Dec 12	32	Feb 2	38	Mar 26	20	May 17	4
Jul 10	0	Aug 31	1	Oct 22	13	Dec 13	32	Feb 3	37	Mar 27	19	May 18	4
Jul 11	0	Sep 1	1	Oct 23	13	Dec 14	32	Feb 4	37	Mar 28	19	May 19	4
Jul 12	0	Sep 2	1	Oct 24	14	Dec 15	33	Feb 5	37	Mar 29	19	May 20	3
Jul 13	0	Sep 3	1	Oct 25	14	Dec 16	33	Feb 6	37	Mar 30	18	May 21	3
Jul 14	1	Sep 4	1	Oct 26	14	Dec 17	33	Feb 7	36	Mar 31	18	May 22	3
Jul 15	1	Sep 5	1	Oct 27	15	Dec 18	34	Feb 8	36	Apr 1	18	May 23	3
Jul 16	0	Sep 6	1	Oct 28	15	Dec 19	34	Feb 9	36	Apr 2	17	May 24	3
Jul 17	0	Sep 7	1	Oct 29	15	Dec 20	34	Feb 10	36	Apr 3	17	May 25	3
Jul 18	0	Sep 8	1	Oct 30	16	Dec 21	35	Feb 11	35	Apr 4	17	May 26	2
Jul 19	0	Sep 9	1	Oct 31	16	Dec 22	35	Feb 12	35	Apr 5	16	May 27	2
Jul 20	0	Sep 10	1	Nov 1	16	Dec 23	35	Feb 13	35	Apr 6	16	May 28	2
Jul 21	0	Sep 11	2	Nov 2	17	Dec 24	35	Feb 14	35	Apr 7	16	May 29	2
Jul 22	0	Sep 12	2	Nov 3	17	Dec 25	36	Feb 15	34	Apr 8	15	May 30	2
Jul 23	0	Sep 13	2	Nov 4	18	Dec 26	36	Feb 16	34	Apr 9	15	May 31	2
Jul 24	0	Sep 14	2	Nov 5	18	Dec 27	36	Feb 17	34	Apr 10	15	Jun 1	2
Jul 25	0	Sep 15	2	Nov 6	18	Dec 28	36	Feb 18	33	Apr 11	15	Jun 2	2
Jul 26	0	Sep 16	2	Nov 7	19	Dec 29	37	Feb 19	33	Apr 12	14	Jun 3	1
Jul 27	0	Sep 17	2	Nov 8	19	Dec 30	37	Feb 20	33	Apr 13	14	Jun 4	1
Jul 28	0	Sep 18	3	Nov 9	19	Dec 31	37	Feb 21	32	Apr 14	14	Jun 5	1
Jul 29	0	Sep 19	3	Nov 10	20	Jan 1	37	Feb 22	32	Apr 15	13	Jun 6	1
Jul 30	0	Sep 20	3	Nov 11	20	Jan 2	37	Feb 23	32	Apr 16	13	Jun 7	1
Jul 31	0	Sep 21	3	Nov 12	21	Jan 3	38	Feb 24	31	Apr 17	13	Jun 8	1
Aug 1	0	Sep 22	4	Nov 13	21	Jan 4	38	Feb 25	31	Apr 18	12	Jun 9	1
Aug 2	0	Sep 23	4	Nov 14	21	Jan 5	38	Feb 26	30	Apr 19	12	Jun 10	1
Aug 3	0	Sep 24	4	Nov 15	22	Jan 6	38	Feb 27	30	Apr 20	12	Jun 11	1
Aug 4	0	Sep 25	4	Nov 16	22	Jan 7	38	Feb 28	30	Apr 21	11	Jun 12	1
Aug 5	0	Sep 26	4	Nov 17	23	Jan 8	38	Mar 1	29	Apr 22	11	Jun 13	1
Aug 6	0	Sep 27	5	Nov 18	23	Jan 9	38	Mar 2	29	Apr 23	11	Jun 14	1
Aug 7	0	Sep 28	5	Nov 19	23	Jan 10	39	Mar 3	28	Apr 24	10	Jun 15	0
Aug 8	0	Sep 29	5	Nov 20	24	Jan 11	39	Mar 4	28	Apr 25	10	Jun 16	0
Aug 9	0	Sep 30	6	Nov 21	24	Jan 12	39	Mar 5	28	Apr 26	10	Jun 17	0
Aug 10	0	Oct 1	6	Nov 22	24	Jan 13	39	Mar 6	27	Apr 27	10	Jun 18	0
Aug 11	0	Oct 2	6	Nov 23	25	Jan 14	39	Mar 7	27	Apr 28	9	Jun 19	0
Aug 12	0	Oct 3	7	Nov 24	25	Jan 15	39	Mar 8	26	Apr 29	9	Jun 20	0
Aug 13	0	Oct 4	7	Nov 25	26	Jan 16	39	Mar 9	26	Apr 30	9	Jun 21	0
Aug 14	0	Oct 5	7	Nov 26	26	Jan 17	39	Mar 10	26	May 1	8	Jun 22	0
Aug 15	0	Oct 6	7	Nov 27	26	Jan 18	39	Mar 11	25	May 2	8	Jun 23	0
Aug 16	0	Oct 7	8	Nov 28	27	Jan 19	39	Mar 12	25	May 3	8	Jun 24	0
Aug 17	0	Oct 8	8	Nov 29	27	Jan 20	39	Mar 13	24	May 4	7	Jun 25	0
Aug 18	0	Oct 9	8	Nov 30	28	Jan 21	39	Mar 14	24	May 5	7	Jun 26	0
Aug 19	0	Oct 10	9	Dec 1	28	Jan 22	39	Mar 15	24	May 6	7	Jun 27	0
Aug 20	0	Oct 11	9	Dec 2	28	Jan 23	39	Mar 16	23	May 7	7	Jun 28	0
Aug 21	0	Oct 12	9	Dec 3	29	Jan 24	39	Mar 17	23	May 8	6	Jun 29	0
												Jun 30	0

## APPENDIX B

### NORMAL TEMPERATURE ADJUSTMENT

#### NORMAL DEGREE DAYS (NDD)

##### NORTHERN SERVICE AREA - LEAP YEAR

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 22	0	Oct 13	10	Dec 4	29	Jan 25	39	Mar 17	22	May 8	6
Jul 2	0	Aug 23	0	Oct 14	10	Dec 5	29	Jan 26	38	Mar 18	22	May 9	6
Jul 3	0	Aug 24	0	Oct 15	10	Dec 6	30	Jan 27	38	Mar 19	22	May 10	5
Jul 4	0	Aug 25	0	Oct 16	11	Dec 7	30	Jan 28	38	Mar 20	21	May 11	5
Jul 5	0	Aug 26	0	Oct 17	11	Dec 8	31	Jan 29	38	Mar 21	21	May 12	5
Jul 6	0	Aug 27	0	Oct 18	11	Dec 9	31	Jan 30	38	Mar 22	21	May 13	5
Jul 7	0	Aug 28	1	Oct 19	12	Dec 10	31	Jan 31	38	Mar 23	20	May 14	5
Jul 8	0	Aug 29	1	Oct 20	12	Dec 11	32	Feb 1	38	Mar 24	20	May 15	4
Jul 9	0	Aug 30	1	Oct 21	12	Dec 12	32	Feb 2	38	Mar 25	20	May 16	4
Jul 10	0	Aug 31	1	Oct 22	13	Dec 13	32	Feb 3	37	Mar 26	19	May 17	4
Jul 11	0	Sep 1	1	Oct 23	13	Dec 14	32	Feb 4	37	Mar 27	19	May 18	4
Jul 12	0	Sep 2	1	Oct 24	14	Dec 15	33	Feb 5	37	Mar 28	19	May 19	3
Jul 13	0	Sep 3	1	Oct 25	14	Dec 16	33	Feb 6	37	Mar 29	18	May 20	3
Jul 14	1	Sep 4	1	Oct 26	14	Dec 17	33	Feb 7	36	Mar 30	18	May 21	3
Jul 15	1	Sep 5	1	Oct 27	15	Dec 18	34	Feb 8	36	Mar 31	18	May 22	3
Jul 16	0	Sep 6	1	Oct 28	15	Dec 19	34	Feb 9	36	Apr 1	17	May 23	3
Jul 17	0	Sep 7	1	Oct 29	15	Dec 20	34	Feb 10	36	Apr 2	17	May 24	3
Jul 18	0	Sep 8	1	Oct 30	16	Dec 21	35	Feb 11	35	Apr 3	17	May 25	2
Jul 19	0	Sep 9	1	Oct 31	16	Dec 22	35	Feb 12	35	Apr 4	16	May 26	2
Jul 20	0	Sep 10	1	Nov 1	16	Dec 23	35	Feb 13	35	Apr 5	16	May 27	2
Jul 21	0	Sep 11	2	Nov 2	17	Dec 24	35	Feb 14	35	Apr 6	16	May 28	2
Jul 22	0	Sep 12	2	Nov 3	17	Dec 25	36	Feb 15	34	Apr 7	15	May 29	2
Jul 23	0	Sep 13	2	Nov 4	18	Dec 26	36	Feb 16	34	Apr 8	15	May 30	2
Jul 24	0	Sep 14	2	Nov 5	18	Dec 27	36	Feb 17	34	Apr 9	15	May 31	2
Jul 25	0	Sep 15	2	Nov 6	18	Dec 28	36	Feb 18	33	Apr 10	15	Jun 1	2
Jul 26	0	Sep 16	2	Nov 7	19	Dec 29	37	Feb 19	33	Apr 11	14	Jun 2	1
Jul 27	0	Sep 17	2	Nov 8	19	Dec 30	37	Feb 20	33	Apr 12	14	Jun 3	1
Jul 28	0	Sep 18	3	Nov 9	19	Dec 31	37	Feb 21	32	Apr 13	14	Jun 4	1
Jul 29	0	Sep 19	3	Nov 10	20	Jan 1	37	Feb 22	32	Apr 14	13	Jun 5	1
Jul 30	0	Sep 20	3	Nov 11	20	Jan 2	37	Feb 23	32	Apr 15	13	Jun 6	1
Jul 31	0	Sep 21	3	Nov 12	21	Jan 3	38	Feb 24	31	Apr 16	13	Jun 7	1
Aug 1	0	Sep 22	4	Nov 13	21	Jan 4	38	Feb 25	31	Apr 17	12	Jun 8	1
Aug 2	0	Sep 23	4	Nov 14	21	Jan 5	38	Feb 26	30	Apr 18	12	Jun 9	1
Aug 3	0	Sep 24	4	Nov 15	22	Jan 6	38	Feb 27	30	Apr 19	12	Jun 10	1
Aug 4	0	Sep 25	4	Nov 16	22	Jan 7	38	Feb 28	30	Apr 20	11	Jun 11	1
Aug 5	0	Sep 26	4	Nov 17	23	Jan 8	38	Feb 29	29	Apr 21	11	Jun 12	1
Aug 6	0	Sep 27	5	Nov 18	23	Jan 9	38	Mar 1	29	Apr 22	11	Jun 13	1
Aug 7	0	Sep 28	5	Nov 19	23	Jan 10	39	Mar 2	28	Apr 23	10	Jun 14	0
Aug 8	0	Sep 29	5	Nov 20	24	Jan 11	39	Mar 3	28	Apr 24	10	Jun 15	0
Aug 9	0	Sep 30	6	Nov 21	24	Jan 12	39	Mar 4	28	Apr 25	10	Jun 16	0
Aug 10	0	Oct 1	6	Nov 22	24	Jan 13	39	Mar 5	27	Apr 26	10	Jun 17	0
Aug 11	0	Oct 2	6	Nov 23	25	Jan 14	39	Mar 6	27	Apr 27	9	Jun 18	0
Aug 12	0	Oct 3	7	Nov 24	25	Jan 15	39	Mar 7	26	Apr 28	9	Jun 19	0
Aug 13	0	Oct 4	7	Nov 25	26	Jan 16	39	Mar 8	26	Apr 29	9	Jun 20	0
Aug 14	0	Oct 5	7	Nov 26	26	Jan 17	39	Mar 9	26	Apr 30	8	Jun 21	0
Aug 15	0	Oct 6	7	Nov 27	26	Jan 18	39	Mar 10	25	May 1	8	Jun 22	0
Aug 16	0	Oct 7	8	Nov 28	27	Jan 19	39	Mar 11	25	May 2	8	Jun 23	0
Aug 17	0	Oct 8	8	Nov 29	27	Jan 20	39	Mar 12	24	May 3	7	Jun 24	0
Aug 18	0	Oct 9	8	Nov 30	28	Jan 21	39	Mar 13	24	May 4	7	Jun 25	0
Aug 19	0	Oct 10	9	Dec 1	28	Jan 22	39	Mar 14	24	May 5	7	Jun 26	0
Aug 20	0	Oct 11	9	Dec 2	28	Jan 23	39	Mar 15	23	May 6	7	Jun 27	0
Aug 21	0	Oct 12	9	Dec 3	29	Jan 24	39	Mar 16	23	May 7	6	Jun 28	0
												Jun 29	0
												Jun 30	0

## APPENDIX B

### NORMAL TEMPERATURE ADJUSTMENT

#### NORMAL DEGREE DAYS (NDD)

##### SOUTHERN SERVICE AREA - NON-LEAP YEAR

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 22	0	Oct 13	7	Dec 4	24	Jan 25	32	Mar 18	18	May 9	4
Jul 2	0	Aug 23	0	Oct 14	7	Dec 5	24	Jan 26	32	Mar 19	17	May 10	4
Jul 3	0	Aug 24	0	Oct 15	7	Dec 6	24	Jan 27	32	Mar 20	17	May 11	3
Jul 4	0	Aug 25	0	Oct 16	8	Dec 7	25	Jan 28	32	Mar 21	17	May 12	3
Jul 5	0	Aug 26	0	Oct 17	8	Dec 8	25	Jan 29	32	Mar 22	16	May 13	3
Jul 6	0	Aug 27	0	Oct 18	8	Dec 9	25	Jan 30	31	Mar 23	16	May 14	3
Jul 7	0	Aug 28	0	Oct 19	9	Dec 10	26	Jan 31	31	Mar 24	16	May 15	3
Jul 8	0	Aug 29	0	Oct 20	9	Dec 11	26	Feb 1	31	Mar 25	15	May 16	3
Jul 9	0	Aug 30	0	Oct 21	9	Dec 12	26	Feb 2	31	Mar 26	15	May 17	2
Jul 10	0	Aug 31	0	Oct 22	9	Dec 13	26	Feb 3	31	Mar 27	15	May 18	2
Jul 11	0	Sep 1	0	Oct 23	10	Dec 14	27	Feb 4	31	Mar 28	14	May 19	2
Jul 12	0	Sep 2	0	Oct 24	10	Dec 15	27	Feb 5	30	Mar 29	14	May 20	2
Jul 13	0	Sep 3	0	Oct 25	10	Dec 16	27	Feb 6	30	Mar 30	14	May 21	2
Jul 14	0	Sep 4	0	Oct 26	11	Dec 17	27	Feb 7	30	Mar 31	14	May 22	2
Jul 15	0	Sep 5	0	Oct 27	11	Dec 18	28	Feb 8	30	Apr 1	13	May 23	2
Jul 16	0	Sep 6	0	Oct 28	11	Dec 19	28	Feb 9	29	Apr 2	13	May 24	1
Jul 17	0	Sep 7	0	Oct 29	12	Dec 20	28	Feb 10	29	Apr 3	13	May 25	1
Jul 18	0	Sep 8	0	Oct 30	12	Dec 21	28	Feb 11	29	Apr 4	12	May 26	1
Jul 19	0	Sep 9	0	Oct 31	12	Dec 22	29	Feb 12	29	Apr 5	12	May 27	1
Jul 20	0	Sep 10	0	Nov 1	13	Dec 23	29	Feb 13	28	Apr 6	12	May 28	1
Jul 21	0	Sep 11	1	Nov 2	13	Dec 24	29	Feb 14	28	Apr 7	12	May 29	1
Jul 22	0	Sep 12	1	Nov 3	13	Dec 25	29	Feb 15	28	Apr 8	11	May 30	1
Jul 23	0	Sep 13	1	Nov 4	14	Dec 26	30	Feb 16	28	Apr 9	11	May 31	1
Jul 24	0	Sep 14	1	Nov 5	14	Dec 27	30	Feb 17	27	Apr 10	11	Jun 1	1
Jul 25	0	Sep 15	1	Nov 6	14	Dec 28	30	Feb 18	27	Apr 11	10	Jun 2	1
Jul 26	0	Sep 16	1	Nov 7	15	Dec 29	30	Feb 19	27	Apr 12	10	Jun 3	1
Jul 27	0	Sep 17	1	Nov 8	15	Dec 30	31	Feb 20	26	Apr 13	10	Jun 4	1
Jul 28	0	Sep 18	1	Nov 9	15	Dec 31	31	Feb 21	26	Apr 14	10	Jun 5	1
Jul 29	0	Sep 19	1	Nov 10	16	Jan 1	31	Feb 22	26	Apr 15	9	Jun 6	1
Jul 30	0	Sep 20	2	Nov 11	16	Jan 2	31	Feb 23	26	Apr 16	9	Jun 7	0
Jul 31	0	Sep 21	2	Nov 12	16	Jan 3	31	Feb 24	25	Apr 17	9	Jun 8	0
Aug 1	0	Sep 22	2	Nov 13	17	Jan 4	32	Feb 25	25	Apr 18	9	Jun 9	0
Aug 2	0	Sep 23	2	Nov 14	17	Jan 5	32	Feb 26	24	Apr 19	8	Jun 10	0
Aug 3	1	Sep 24	2	Nov 15	17	Jan 6	32	Feb 27	24	Apr 20	8	Jun 11	0
Aug 4	0	Sep 25	2	Nov 16	18	Jan 7	32	Feb 28	24	Apr 21	8	Jun 12	0
Aug 5	0	Sep 26	3	Nov 17	18	Jan 8	32	Mar 1	23	Apr 22	8	Jun 13	0
Aug 6	0	Sep 27	3	Nov 18	18	Jan 9	32	Mar 2	23	Apr 23	7	Jun 14	0
Aug 7	0	Sep 28	3	Nov 19	19	Jan 10	32	Mar 3	23	Apr 24	7	Jun 15	0
Aug 8	0	Sep 29	3	Nov 20	19	Jan 11	32	Mar 4	22	Apr 25	7	Jun 16	0
Aug 9	0	Sep 30	3	Nov 21	20	Jan 12	32	Mar 5	22	Apr 26	7	Jun 17	0
Aug 10	0	Oct 1	4	Nov 22	20	Jan 13	32	Mar 6	22	Apr 27	6	Jun 18	0
Aug 11	0	Oct 2	4	Nov 23	20	Jan 14	32	Mar 7	21	Apr 28	6	Jun 19	0
Aug 12	0	Oct 3	4	Nov 24	21	Jan 15	33	Mar 8	21	Apr 29	6	Jun 20	0
Aug 13	0	Oct 4	4	Nov 25	21	Jan 16	33	Mar 9	21	Apr 30	6	Jun 21	0
Aug 14	0	Oct 5	5	Nov 26	21	Jan 17	33	Mar 10	20	May 1	5	Jun 22	0
Aug 15	0	Oct 6	5	Nov 27	21	Jan 18	33	Mar 11	20	May 2	5	Jun 23	0
Aug 16	0	Oct 7	5	Nov 28	22	Jan 19	33	Mar 12	20	May 3	5	Jun 24	0
Aug 17	0	Oct 8	5	Nov 29	22	Jan 20	32	Mar 13	19	May 4	5	Jun 25	0
Aug 18	0	Oct 9	6	Nov 30	22	Jan 21	32	Mar 14	19	May 5	4	Jun 26	0
Aug 19	0	Oct 10	6	Dec 1	23	Jan 22	32	Mar 15	19	May 6	4	Jun 27	0
Aug 20	0	Oct 11	6	Dec 2	23	Jan 23	32	Mar 16	18	May 7	4	Jun 28	0
Aug 21	0	Oct 12	6	Dec 3	23	Jan 24	32	Mar 17	18	May 8	4	Jun 29	0
												Jun 30	0

## APPENDIX B

### NORMAL TEMPERATURE ADJUSTMENT

#### NORMAL DEGREE DAYS (NDD)

#### SOUTHERN SERVICE AREA - LEAP YEAR

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD		
Jul 1	0	Aug 22	0	Oct 13	7	Dec 4	24	Jan 25	32	Mar 17	18	May 8	4
Jul 2	0	Aug 23	0	Oct 14	7	Dec 5	24	Jan 26	32	Mar 18	17	May 9	4
Jul 3	0	Aug 24	0	Oct 15	7	Dec 6	24	Jan 27	32	Mar 19	17	May 10	3
Jul 4	0	Aug 25	0	Oct 16	8	Dec 7	25	Jan 28	32	Mar 20	17	May 11	3
Jul 5	0	Aug 26	0	Oct 17	8	Dec 8	25	Jan 29	32	Mar 21	16	May 12	3
Jul 6	0	Aug 27	0	Oct 18	8	Dec 9	25	Jan 30	31	Mar 22	16	May 13	3
Jul 7	0	Aug 28	0	Oct 19	9	Dec 10	26	Jan 31	31	Mar 23	16	May 14	3
Jul 8	0	Aug 29	0	Oct 20	9	Dec 11	26	Feb 1	31	Mar 24	15	May 15	3
Jul 9	0	Aug 30	0	Oct 21	9	Dec 12	26	Feb 2	31	Mar 25	15	May 16	2
Jul 10	0	Aug 31	0	Oct 22	9	Dec 13	26	Feb 3	31	Mar 26	15	May 17	2
Jul 11	0	Sep 1	0	Oct 23	10	Dec 14	27	Feb 4	31	Mar 27	14	May 18	2
Jul 12	0	Sep 2	0	Oct 24	10	Dec 15	27	Feb 5	30	Mar 28	14	May 19	2
Jul 13	0	Sep 3	0	Oct 25	10	Dec 16	27	Feb 6	30	Mar 29	14	May 20	2
Jul 14	0	Sep 4	0	Oct 26	11	Dec 17	27	Feb 7	30	Mar 30	14	May 21	2
Jul 15	0	Sep 5	0	Oct 27	11	Dec 18	28	Feb 8	30	Mar 31	13	May 22	2
Jul 16	0	Sep 6	0	Oct 28	11	Dec 19	28	Feb 9	29	Apr 1	13	May 23	1
Jul 17	0	Sep 7	0	Oct 29	12	Dec 20	28	Feb 10	29	Apr 2	13	May 24	1
Jul 18	0	Sep 8	0	Oct 30	12	Dec 21	28	Feb 11	29	Apr 3	12	May 25	1
Jul 19	0	Sep 9	0	Oct 31	12	Dec 22	29	Feb 12	29	Apr 4	12	May 26	1
Jul 20	0	Sep 10	0	Nov 1	13	Dec 23	29	Feb 13	28	Apr 5	12	May 27	1
Jul 21	0	Sep 11	1	Nov 2	13	Dec 24	29	Feb 14	28	Apr 6	12	May 28	1
Jul 22	0	Sep 12	1	Nov 3	13	Dec 25	29	Feb 15	28	Apr 7	11	May 29	1
Jul 23	0	Sep 13	1	Nov 4	14	Dec 26	30	Feb 16	28	Apr 8	11	May 30	1
Jul 24	0	Sep 14	1	Nov 5	14	Dec 27	30	Feb 17	27	Apr 9	11	May 31	1
Jul 25	0	Sep 15	1	Nov 6	14	Dec 28	30	Feb 18	27	Apr 10	10	Jun 1	1
Jul 26	0	Sep 16	1	Nov 7	15	Dec 29	30	Feb 19	27	Apr 11	10	Jun 2	1
Jul 27	0	Sep 17	1	Nov 8	15	Dec 30	31	Feb 20	26	Apr 12	10	Jun 3	1
Jul 28	0	Sep 18	1	Nov 9	15	Dec 31	31	Feb 21	26	Apr 13	10	Jun 4	1
Jul 29	0	Sep 19	1	Nov 10	16	Jan 1	31	Feb 22	26	Apr 14	9	Jun 5	1
Jul 30	0	Sep 20	2	Nov 11	16	Jan 2	31	Feb 23	26	Apr 15	9	Jun 6	0
Jul 31	0	Sep 21	2	Nov 12	16	Jan 3	31	Feb 24	25	Apr 16	9	Jun 7	0
Aug 1	0	Sep 22	2	Nov 13	17	Jan 4	32	Feb 25	25	Apr 17	9	Jun 8	0
Aug 2	0	Sep 23	2	Nov 14	17	Jan 5	32	Feb 26	24	Apr 18	8	Jun 9	0
Aug 3	1	Sep 24	2	Nov 15	17	Jan 6	32	Feb 27	24	Apr 19	8	Jun 10	0
Aug 4	0	Sep 25	2	Nov 16	18	Jan 7	32	Feb 28	24	Apr 20	8	Jun 11	0
Aug 5	0	Sep 26	3	Nov 17	18	Jan 8	32	Feb 29	23	Apr 21	8	Jun 12	0
Aug 6	0	Sep 27	3	Nov 18	18	Jan 9	32	Mar 1	23	Apr 22	7	Jun 13	0
Aug 7	0	Sep 28	3	Nov 19	19	Jan 10	32	Mar 2	23	Apr 23	7	Jun 14	0
Aug 8	0	Sep 29	3	Nov 20	19	Jan 11	32	Mar 3	22	Apr 24	7	Jun 15	0
Aug 9	0	Sep 30	3	Nov 21	20	Jan 12	32	Mar 4	22	Apr 25	7	Jun 16	0
Aug 10	0	Oct 1	4	Nov 22	20	Jan 13	32	Mar 5	22	Apr 26	6	Jun 17	0
Aug 11	0	Oct 2	4	Nov 23	20	Jan 14	32	Mar 6	21	Apr 27	6	Jun 18	0
Aug 12	0	Oct 3	4	Nov 24	21	Jan 15	33	Mar 7	21	Apr 28	6	Jun 19	0
Aug 13	0	Oct 4	4	Nov 25	21	Jan 16	33	Mar 8	21	Apr 29	6	Jun 20	0
Aug 14	0	Oct 5	5	Nov 26	21	Jan 17	33	Mar 9	20	Apr 30	5	Jun 21	0
Aug 15	0	Oct 6	5	Nov 27	21	Jan 18	33	Mar 10	20	May 1	5	Jun 22	0
Aug 16	0	Oct 7	5	Nov 28	22	Jan 19	33	Mar 11	20	May 2	5	Jun 23	0
Aug 17	0	Oct 8	5	Nov 29	22	Jan 20	32	Mar 12	19	May 3	5	Jun 24	0
Aug 18	0	Oct 9	6	Nov 30	22	Jan 21	32	Mar 13	19	May 4	4	Jun 25	0
Aug 19	0	Oct 10	6	Dec 1	23	Jan 22	32	Mar 14	19	May 5	4	Jun 26	0
Aug 20	0	Oct 11	6	Dec 2	23	Jan 23	32	Mar 15	18	May 6	4	Jun 27	0
Aug 21	0	Oct 12	6	Dec 3	23	Jan 24	32	Mar 16	18	May 7	4	Jun 28	0
												Jun 29	0
												Jun 30	0

## **APPENDIX C** **OTHER CHARGES**

### **Late Payment Charge –**

If Customer does not pay a Bill for Gas Service on or before the gross payment due date, Customer shall be charged a Late Payment Charge as follows:

First \$3.00 or less of net billing - 10%  
Over \$3.00 of net billing - 3%

### **Reconnect Charge –**

When Gas Service is discontinued (1) at the request of Customer, (2) for nonpayment of a Bill, (3) when authorized by Company's General Terms and Conditions or the Commission's Regulations, or (4) for any reason beyond the control of Company, and a reestablishment of Gas Service is required by Customer, Customer shall be charged a Reconnect Charge to cover a part of the cost of discontinuance and reestablishment of Gas Service. Such charge shall be sixty dollars (\$60.00). In addition, when Gas Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge.

A charge equal to the Customer Facilities Charge for each month of discontinued Gas Service will also be made for reestablishing Gas Service for the same Customer at the same Premises where Gas Service has been discontinued at Customer's request during the preceding nine months. The minimum Customer Facilities Charge assessment under the provisions of this paragraph shall be one month's Customer Facilities Charge.

### **After Hours Charge –**

When Gas Service is connected, reconnected, or disconnected outside of normal business hours at Customer's request, Customer shall be charged an After Hours Charge of twenty-two dollars (\$22.00) in addition to any other applicable charges for each connection, reconnection, or disconnection.

### **Insufficient Funds Check Charge –**

For each check of Customer returned by any bank due to insufficient funds, Customer shall be charged twenty-five dollars (\$25.00) to cover a part of the cost of processing such check.

### **Unauthorized Gas Usage Charge –**

Gas Usage by Customer during a Curtailment Period in excess of the quantity allowed pursuant to Rule 24 shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge of five dollars (\$5.00) per therm. Company shall have the right to waive all or a portion of the Unauthorized Gas Usage Charge otherwise applicable to any Customer, provided that waiver of such charge shall be exercised on a non-discriminatory basis.

### **Fraudulent or Unapproved Use of Gas Charge –**

When Company identifies fraudulent or unapproved use of gas, or Company's regulation, measuring equipment or other service facilities have been tampered with, Company may assess the actual costs for such field calls and repairs, in addition to the other costs pursuant to Rule 27 of Company's General Terms and Conditions. A minimum charge of seventy dollars (\$70.00) per occurrence shall apply.

### **Summary Billing Charge –**

Bills provided by Company summarizing charges for Educational Institutions who are registered users of vectren.com are subject to a forty-five dollar (\$45.00) charge per summary bill.

## APPENDIX D BASE COST OF GAS

For informational purposes only, the Base Cost of Gas as determined in the last general rate proceeding in Cause No. 43298, effective February 14, 2008 is as set forth in the following table. The Base Cost of gas is not reflected in the Base Rates and Charges of the Rate Schedules; all gas costs are recovered through Appendix A, Gas Cost Adjustment.

<u>Rate Schedule</u>	<u>Service</u>	<u>(\$ per Therm) Commodity</u>	<u>Base Cost of Gas (\$ per Therm) Demand</u>	<u>Total</u>
210	Sales	\$0.8010	\$0.1006	\$0.9016
211	Sales	\$0.8010	\$0.1006	\$0.9016
220	Sales	\$0.8010	\$0.1006	\$0.9016
225	Transportation	\$0.0000	\$0.0000	\$0.0000
229	Sales	\$0.8010	\$0.1006	\$0.9016
240	Sales	\$0.8010	\$0.1006	\$0.9016
245	Transportation	\$0.0000	\$0.0000	\$0.0000
260	Transportation	\$0.0000	\$0.0000	\$0.0000
270	Transportation	\$0.0000	\$0.0000	\$0.0000

## APPENDIX E

### NOMINATION AND BALANCING PROVISIONS

#### APPLICABILITY

The following Provisions shall apply to Pool Operators **and** to Non-Pooling Transportation Customers being provided Gas Service under Rates 245, 260 and 270. **Therefore, for purposes of this Appendix E only, the term "Transporter", when used in the provisions below, shall mean "Pool Operator" or "Non-Pooling Transportation Customer."**

#### NOMINATION PROVISIONS

Transporter shall be obligated to notify Company of the exact daily quantity of its nomination to the delivering pipeline of Transporter's gas to be delivered to Company at pipeline delivery points agreeable to Company (Daily Pipeline Nomination).

Company may require Transporter to allocate its Daily Pipeline Nomination to specified city-gate pipeline delivery points based on minimum and maximum allocation percentages, which Company may revise from time to time, based on operational considerations. Transporter may obtain alternate city-gate allocations through an Alternate Delivery Plan submitted in advance by Transporter and approved by Company. Company may decline to accept Daily Pipeline Nominations or deliveries that do not comply with these city-gate allocation percentage requirements.

Transporter must provide the notice specified above prior to each change in its Daily Pipeline Nomination by submitting to Company the nomination, via the Company's EBB, by no later than 11:30 AM Central Clock Time ("CCT") of the workday previous to the start date of the Daily Pipeline Nomination. The nomination shall include the information as specified in the Company's EBB. Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Until Transporter submits the required nomination, Transporter's nominations of daily quantities shall be zero. Unless otherwise permitted by Company, the Nomination Period shall not exceed thirty-one days.

Transporter shall cause the shipper to provide Company with a written statement detailing Transporter's actual deliveries under its Daily Pipeline Nomination during each Nomination Period by no later than one day following the end of the billing month.

Transporter shall pay a Nomination Error Charge of \$.50 per Dekatherm on the quantity difference between its Daily Pipeline Nomination and the confirmed deliveries under its Daily Pipeline Nomination for each day such difference occurs.

Transporter shall be assessed a City-Gate Allocation Non-Compliance Charge of \$1.00 per Dekatherm on the quantity difference if its Daily Pipeline Nomination is less than the minimum or greater than the maximum city gate allocation requirements, which are calculated as the minimum or maximum city gate allocation percentages multiplied by Transporter's Daily Pipeline Nomination.

## APPENDIX E

### NOMINATION AND BALANCING PROVISIONS

#### BALANCING PROVISIONS

Transporter shall be obligated to balance its total usage with the total deliveries for Transporter's account by the pipelines. An Imbalance Quantity shall exist when the Transporter's total usage is greater than or less than its total deliveries on a daily basis and/or a monthly basis. Amounts paid by the Company to Transporter in cashing out Imbalance Quantities shall be recovered in the Gas Cost Adjustment. Amounts received by Company from Transporter in cashing out Imbalance Quantities shall be credited against gas costs in the Gas Cost Adjustment. The following definitions shall apply:

**Daily Index Price:** The Daily Midpoint Prices per Dekatherm as reported in Gas Daily in the table "Daily Price Survey", for delivery to:

- 1) Texas Gas, Zone SL, or
- 2) ANR, La; or
- 3) Texas Eastern, ELA, or
- 4) Panhandle, Tx-Okla; or
- 5) Chicago City-Gates.

**Monthly Index Price:** The average of the Daily Midpoint Prices per Dekatherm for each day of the month as reported in Gas Daily in the table "Daily Price Survey", for delivery to:

- 1) Texas Gas, Zone SL, or
- 2) ANR, La; or
- 3) Texas Eastern, ELA, or
- 4) Panhandle, Tx-Okla; or
- 5) Chicago City-Gates.

The following Charges shall be computed based on each Operating System's Price Indices:

**Daily Under-Delivery Charge:** The Daily Under-Delivery Charge shall be the highest of the sums of each Daily Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges, applicable to each Daily Index Price.

**Daily Over-Delivery Charge:** The Daily Over-Delivery Charge shall be the lowest of the sums of each Daily Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges, applicable to each Daily Index Price.

**Monthly Under-Delivery Charge:** The Monthly Under-Delivery Charge shall be the greater of:

- (1) Company's average gas costs (demand and commodity), based on its gas purchases for the month; or
- (2) The highest of the sums of each Monthly Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges, applicable to each Monthly Index Price.

**Monthly Over-Delivery Charge:** The Monthly Over-Delivery Charge shall be the lower of:

- (1) Company's average gas cost (demand and commodity), based on its gas purchases for the month; or
- (2) The lowest of the sums of each Monthly Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges, applicable to each Monthly Index Price.

**Monthly Average Index Charge:** The Monthly Average Index Charge shall be the average of the sums of each Monthly Index Price and the average pipeline transportation commodity rate, including fuels and surcharges, applicable to each Monthly Index Price.

## APPENDIX E

### NOMINATION AND BALANCING PROVISIONS

**DAILY BALANCING PROVISIONS (EFFECTIVE ON AND AFTER OCTOBER 1, 2005)**

Transporter shall be obligated to balance its total usage ("Total Daily Usage") with the aggregated total daily deliveries for Transporter's account by the pipeline, as adjusted to reflect Company's unaccounted for gas percentage as specified in Appendix F ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the Total Daily Usage is greater than or less than the Transporter's Total Daily Deliveries.

**Daily Under-Delivery Imbalance:** If Transporter's Total Daily Deliveries are less than its Total Daily Usage, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. Daily Under-Delivery Imbalance Quantities shall either be carried to month-end or shall be cashed out with Company. Transporter shall pay Company for Daily Under-Delivery Imbalance Quantities, including applicable taxes, pursuant to the following:

For Each Dth of Daily Under-Delivery Imbalance Quantities within the Following Percentage of Total Daily Usage Ranges:		Transporter Shall Pay The Company The Following Multiple of the Daily Under-Delivery Charge:
<u>Pool Operator Ranges</u>	<u>Non-Pooling Transportation Customer Ranges</u>	<u>All Transporters</u>
> 0% not > 20%	> 0% not > 25%	No Cash-out, Carried to Month-end
> 20% not > 30%	> 25% not > 35%	1.1
> 30% not > 40%	> 35% not > 45%	1.2
> 40%	> 45%	1.4

During a Cold Weather OFO, the aforementioned Daily Under-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Orders. During a Warm Weather OFO, the Daily Under-Delivery Imbalance provisions shall not apply.

**Daily Over-Delivery Imbalance:** If Transporter's Total Daily Deliveries are greater than its Total Daily Usage, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. If Company or the pipeline would experience any operating difficulties as a result of Daily Over-Delivery Imbalance Quantities in excess of allowed tolerances, Company may decline to accept delivery of the excess quantities. If accepted, Daily Over-Delivery Imbalance Quantities shall either be carried to month-end or shall be cashed out with Company. Company shall pay Transporter for such Daily Over-Delivery Imbalance Quantities pursuant to the following:

For Each Dth of Daily Over-Delivery Imbalance Quantities within the Following Percentage of Total Daily Usage Ranges:		Company Shall Pay Transporter The Following Multiple of the Daily Over-Delivery Charge:
<u>Pool Operator Ranges</u>	<u>Non-Pooling Transportation Customer Ranges</u>	<u>All Transporters</u>
> 0% not > 20%	> 0% not > 25%	No Cash-out, Carried to Month-end
> 20% not > 30%	> 25% not > 35%	0.9
> 30% not > 40%	> 35% not > 45%	0.8
> 40%	> 45%	0.6

During a Warm Weather OFO, the aforementioned Daily Over-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Orders. During a Cold Weather OFO, the Daily Over-Delivery Imbalance provisions shall not apply.

## **APPENDIX E**

### **NOMINATION AND BALANCING PROVISIONS**

#### **MONTHLY BALANCING PROVISIONS**

Transporter shall be obligated to balance its total monthly usage ("Total Monthly Usage") with the actual monthly deliveries for Transporter's account by the pipeline, as adjusted to reflect (1) Company's system line loss percentage as specified in Appendix F, (2) the net effect of Daily Imbalance Quantities cashed out during the current month, and (3) prior month Monthly Over-Delivery Imbalance Quantities made available to Transporter or Monthly Under-Delivery Imbalance Quantities made up by Transporter, (collectively, "Total Monthly Deliveries"). A Monthly Imbalance Quantity shall exist when the Total Monthly Usage is greater than or less than the Transporter's Total Monthly Deliveries.

**Monthly Under-Delivery Imbalance:** If the Total Monthly Deliveries for Transporter's account at the end of the month are less than its Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities up to and including 10% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 10% shall be cashed out with the Company. Transporter shall pay Company for Monthly Under-Delivery Imbalance Quantities greater than 10% of Total Monthly Usage pursuant to the following:

- (1) 1.1 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantities that is greater than 10%, up to and including 20% of Total Monthly Usage, plus
- (2) 1.2 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantities that is greater than 20%, up to and including 30% of Total Monthly Usage, plus
- (3) 1.4 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantities that is greater than 30% of Total Monthly Usage, plus
- (4) Applicable taxes.

**Monthly Over-Delivery Imbalance:** If the Total Monthly Deliveries for Transporter's account at the end of the month are greater than its Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities up to and including 10% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 10% shall be cashed out with the Company. Company shall pay Transporter for Monthly Over-Delivery Imbalance Quantities greater than 10% of Total Monthly Usage pursuant to the following:

- (1) 0.9 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantities that is greater than 10%, up to and including 20% of Total Monthly Usage; plus
- (2) 0.8 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantities that is greater than 20%, up to and including 30% of Total Monthly Usage; plus
- (3) 0.6 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantities that is greater than 30% of Total Monthly Usage.

## **APPENDIX E** **NOMINATION AND BALANCING PROVISIONS**

### **OPERATIONAL FLOW ORDERS**

Transporter is obligated, when requested by the Company through an Operational Flow Order ("OFO"), to nominate and deliver gas supply to Company's city gates in the manner instructed by Company. Company may call a Cold Weather OFO or a Warm Weather OFO where such action is necessary, in Company's sole judgment, to (1) protect the reliability of Company's gas system; (2) comply with Company's Curtailment Procedures, and/or (3) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC-approved tariffs. Company may call a Cold Weather OFO or a Warm Weather OFO for a specific Operating System or for Company's entire system.

**Cold Weather OFO Day:** During a Cold Weather OFO, Transporter shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

If Transporter's Daily Under-Delivery Imbalance Quantities are greater than 5% of Total Daily Usage, the shortfall quantities shall be cashed out with the Company. Transporter shall pay Company the following:

- (1) For each Dekatherm of Daily Under-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the greater of the highest per unit gas cost paid by Company on the date of noncompliance or the Daily Under-Delivery Charge; plus
- (2) The payment of all other charges incurred by Company and attributable to Transporter's Daily Under-Delivery Imbalance Quantities, including pipeline penalty charges on the OFO shortfall quantities; plus
- (3) An OFO Imbalance Charge of \$10.00 per Dekatherm on the portion of the Daily Under-Delivery Imbalance Quantities that is greater than five (5) percent of Total Daily Usage; plus
- (4) Applicable taxes.

**Warm Weather OFO Day:** During a Warm Weather OFO, the Transporter shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

If Transporter's Daily Over-Delivery Imbalance Quantities are greater than 5% of its actual Total Daily Usage, Company may refuse to receive such excess quantities from the pipeline(s). If Company receives such excess quantities, they shall be cashed out with Company. Company shall pay Transporter for each Dekatherm of Daily Over-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the lesser of the lowest per unit gas cost paid by Company on the date of non-compliance or the Daily Over-Delivery Charge. Transporter shall pay Company the following:

- (1) The payment of all charges incurred by Company and attributable to the Transporter's Daily Over-Delivery Imbalance Quantities; including pipeline penalty charges on the OFO excess quantities; and
- (2) An OFO Imbalance Charge of \$10.00 per Dekatherm on the portion of the Daily Over-Delivery Imbalance Quantities that is greater than five (5) percent of Total Daily Usage; plus
- (3) Applicable taxes.

## **APPENDIX E**

### **NOMINATION AND BALANCING PROVISIONS**

#### **IMBALANCE TRADING**

Transporter may trade Daily and Monthly Imbalance Quantities to reduce or eliminate its imbalances. Imbalance Trading is subject to the following Terms and Conditions:

- (1) Daily Imbalances incurred during Operational Flow Order periods are not eligible for trading.
- (2) The schedule for the trading of imbalances shall be as follows:
  - a. Company shall issue an initial statement of daily and monthly imbalances (i.e. prior to imbalance trades) to Transporter within ten (10) business days following the end of the month.
  - b. Transporter shall complete and submit its daily and monthly imbalance trades to Company within two (2) business days following the issuance of the initial imbalance statement.
  - c. Company shall issue a final imbalance statement of daily and monthly imbalances to Transporter within three (3) business days following the close of imbalance trading.
- (3) The quantity eligible for trading is 100% of the calculated pre-trade daily or monthly imbalance quantities. Transporter may not trade to establish an imbalance in the opposite direction of the original imbalance.
- (4) Company will bill both parties to an Imbalance Trade a ten dollar (\$10.00) Imbalance Trading Charge for each transaction. For purposes of this charge, a transaction is each transfer of gas imbalance on a specific gas day pursuant to an arrangement by, or between, Transporters to purchase, sell, or trade gas imbalances.
- (5) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to an Imbalance Trading transaction are outside the scope of this tariff and must be completed between the Transporters themselves.
- (6) Trading of imbalances will not be permitted across Operating Systems, unless specifically approved in advance by Company.

#### **WAIVER OF CHARGES**

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Transporter pursuant to this Appendix E, when such Charge results from imbalances which occur beyond the reasonable control of the Transporter, such as an unexpected production outage or equipment malfunction. The waiver of such Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and signed by an authorized representative of Transporter.

## **APPENDIX F** **UNACCOUNTED FOR GAS PERCENTAGE**

### **APPLICABILITY**

This Appendix shall be applicable to all Transportation Customers, School Suppliers and Pool Operators.

### **DESCRIPTION**

0.3% of the quantities received by Company from Transportation Customer, School Supplier or Pool Operator at a point of receipt on the Company's distribution system shall be retained by Company to compensate for unaccounted for gas.

The Unaccounted For Gas Percentage stated above shall be reviewed and adjusted annually by Company, through updating of this Appendix after approval by the Commission, to reflect any changes in the system unaccounted for gas percentage.

## **APPENDIX G** **UNIVERSAL SERVICE FUND RIDER**

### **APPLICABILITY**

The Universal Service Fund ("USF") Rider, established in accordance with the Commission's Orders in Cause Nos. 42590, 43078 and 43669, recovers the unfunded balance in the USF from customers receiving service under all rate schedules.

### **RATES AND CHARGES**

The USF Rider shall be applied to each therm of metered gas usage each month. The current USF Riders by Rate Schedule are set forth below:

<b><u>Rate Schedule</u></b>	<b><u>USF Rider (per therm)</u></b>
210	\$0.0051
211	\$0.0051
220	\$0.0031
225	\$0.0031
229	\$0.0031
240	\$0.0031
245 (1)	\$0.0003
260 (1)	\$0.0003
270 (1)	\$0.0003

(1) The charge in any monthly billing period will not exceed \$200.00 per customer.

## **APPENDIX H** **PIPELINE SAFETY ADJUSTMENT**

### **APPLICABILITY**

The Pipeline Safety Adjustment ("PSA") shall be applicable to all Customers on the Rate Schedules set forth in the PSA CHARGES section below.

### **DESCRIPTION**

The PSA shall recover Company's incremental Operation and Maintenance expenses related to complying with federal mandates resulting from the Pipeline Safety Improvement Act of 2002. Such costs would include expenses related to mapping, training, assessment, testing, data collection and storage, verification audits, remediation, right-of-way clearing, public education programs and all other costs required to comply, including associated taxes.

Company's actual, incremental pipeline safety expenses shall be allocated to the Rate Schedules using the cost allocation factors as set forth in the PSA CHARGES section below.

Company's actual, incremental pipeline safety expenses, subject to a \$4.5 million annual limit, shall be reconciled annually with the actual recovery under this Pipeline Safety Adjustment, with any difference being reflected as a charge or credit over the next twelve months.

Actual incremental pipeline safety expenses incurred by the Company in excess of the \$4.5 million annual limit shall be deferred for recovery either through this PSA in a subsequent period or, if approved, in Company's base rates.

### **PSA CHARGES**

The Pipeline Safety Adjustment shall be applied to each therm of metered gas usage each month. The current PSAs by Rate Schedule are set forth below:

<b><u>Rate Schedule</u></b>	<b><u>PSA (\$ per Therm)</u></b>	<b><u>Allocation Percentage</u></b>
210/211 (1)	\$0.0102	70.4734%
220/229	\$0.0065	19.7671%
225	\$0.0120	0.6129%
240	\$0.0031	0.3847%
245	\$0.0026	3.5411%
260	\$0.0013	5.2208%

The approved Settlement and Commission Order in Cause No. 42598 that established the PSA provide for a comprehensive review of the operation of the PSA after three (3) years.

(1) The Pipeline Safety Adjustment for Rate 211 is stated in \$ per gas lighting fixture.

## **APPENDIX I** **ENERGY EFFICIENCY RIDER**

### **APPLICABILITY**

The Energy Efficiency Rider shall be applicable to all Customers served under the following Rate Schedules:

- Rate 210 – Residential Sales Service
- Rate 220 – General Sales Service
- Rate 225 – School Transportation Service

### **DESCRIPTION**

The Energy Efficiency Rider will be the sum of the following two components, for each applicable Rate Schedule as described below:

- (1) Energy Efficiency Funding Component (EEFC)
- (2) Sales Reconciliation Component (SRC)

#### **Energy Efficiency Funding Component (EEFC):**

The EEFC shall recover the costs of funding energy efficiency efforts throughout Company's Service Area. These efforts may include, among others, energy efficiency programs, customer education programs and weatherization programs designed to benefit Customers under the applicable Rate Schedules.

The estimated annual costs, plus related revenue taxes, shall be divided by projected sales volumes to determine the applicable EEFC. The actual costs recoverable and the actual costs recovered under the EEFC shall be reconciled, with any under or over recovery being recovered or returned via the EEFC over a subsequent twelve month period.

#### **Sales Reconciliation Component (SRC):**

The SRC shall recover the differences between Actual Margins and Adjusted Order Granted Margins for the applicable Rate Schedules.

Actual Margins are defined as monthly margins for each Rate Schedule, prior to the SRC Adjustment. Adjusted Order Granted Margins are defined as the order granted monthly margins for each Rate Schedule as approved in Company's most recent general rate case as adjusted to reflect the change in number of customers from the order granted levels. To reflect the change in number of customers, order granted margin per customer is multiplied by the change in the number of customers since the like month during the test year, with the product being added to the order granted margins for such month.

Company shall defer the calculated differences between Actual Margins and Adjusted Order Granted Margins for subsequent return or recovery via the SRC. Annually, Company shall reflect in a revised SRC the accumulated monthly margin differences.

The accumulated monthly margin differences for each Rate Schedule shall be divided by projected sales volumes for each Rate Schedule to determine the applicable SRC. Projected and actual recoveries by Rate Schedule under the SRC are reconciled, with any under or over recovery being recovered or returned over the next twelve month period.

## **APPENDIX I** **ENERGY EFFICIENCY RIDER**

### **ENERGY EFFICIENCY RIDER RATE**

The applicable Energy Efficiency Rider Rate (the sum of the EEFC and SRC) shall be applied to each therm of metered gas usage each month.

<b><u>Rate Schedule</u></b>	<b><u>(A)</u></b> <b><u>Energy Efficiency</u></b> <b><u>Component</u></b>	<b><u>(B)</u></b> <b><u>Sales Reconciliation</u></b> <b><u>Component</u></b>	<b><u>(A) + (B)</u></b> <b><u>Energy Efficiency</u></b> <b><u>Rider Rate</u></b>
210	\$0.00628	\$0.00364	\$0.00992
220/225	\$0.00628	(\$0.00762)	(\$0.00134)

All rates are in \$/therm.

## **APPENDIX J**

# **SCHOOL NOMINATION AND BALANCING PROVISIONS**

### **APPLICABILITY**

The following Provisions shall apply to School Suppliers under Rate 285.

### **DAILY SCHEDULING OF DIRECTED DELIVERY QUANTITIES:**

By 10:00 a.m. Central Clock Time (CCT), Company will post on its EBB, School Supplier's DDQ by Pool for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of School Supplier's Pool for that gas day calculated using the Pool's demand equation and forecasted weather plus an Unaccounted For Gas Percentage as set forth in Appendix F; and 2) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate Dekatherms. At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ, and shall post any interstate pipeline and/or Company operating constraints that are expected to be in effect the following day(s). By 11:30 a.m. CCT each day, and via intra-day nominations thereafter, Supplier shall nominate to the Company via the Company's EBB the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool(s) for the following gas day. Supplier agrees to adhere to comply with any Company operating and/or interstate pipeline restrictions communicated by Company.

## APPENDIX J

# SCHOOL NOMINATION AND BALANCING PROVISIONS

### BALANCING PROVISIONS

School Supplier shall be obligated to balance its forecasted DDQ with the total daily deliveries of School Supplier-Delivered Gas. An Imbalance Quantity shall exist when the School Supplier's DDQ is greater than or less than its total deliveries on a daily basis. Amounts paid by Company to School Supplier in cashing out Imbalance Quantities shall be eligible for recovery in the Gas Cost Adjustment. Amounts received by Company from School Supplier in cashing out Imbalance Quantities shall be credited against gas costs in the Gas Cost Adjustment.

The following definitions shall apply:

**Daily Index Price:** The Daily Midpoint Prices per Dekatherm reported in Gas Daily, in the table "Daily Price Survey" for delivery to:

- (1) Texas Gas, Zone SL, or
- (2) ANR, La; or
- (3) Texas Eastern, ELA, or
- (4) Panhandle, Tx-Okla; or
- (5) Chicago City-Gates.

**Daily Under-Delivery Charge:** The Daily Under-Delivery Charge shall be the highest of the sums of each Daily Index price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges, applicable to each Daily Index Price.

**Daily Over-Delivery Charge:** The Daily Over-Delivery Charge shall be the lowest of the sums of each Daily Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges, applicable to each Daily Index Price.

### DAILY BALANCING PROVISIONS

School Supplier shall be obligated to balance its Pool DDQ with the aggregated total daily deliveries of School Supplier-Owned Gas by the pipeline ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the School Supplier's Total Daily Deliveries are greater than or less than the DDQ.

**Daily Under-Delivery Imbalance:**

During a Cold Weather OFO, these provisions will be replaced by those specified in the section entitled Operational Flow Orders.

If School Supplier's Total Daily Deliveries are less than its DDQ, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. School Supplier shall pay Company for Daily Under-Delivery Gas Quantities of Total Daily Usage pursuant to the following:

- (1) the Daily Under-Delivery Charge for each Dekatherm of Under-Delivery Imbalance Quantity; plus
- (2) DDQ non-compliance charge of \$1.00 per Dekatherm; plus
- (3) All other charges incurred by Company and attributable to School Supplier's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges; plus
- (4) Applicable taxes.

**Daily Over-Delivery Imbalance:**

During a Warm Weather OFO, these provisions will be replaced by those specified in the section entitled Operational Flow Orders.

If School Supplier's Total Daily Deliveries are greater than its DDQ, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. Company shall pay School Supplier for each Dth of Daily Over-Delivery Gas Quantities the Daily Over-Delivery Charge.

## **APPENDIX J**

### **SCHOOL NOMINATION AND BALANCING PROVISIONS**

School Supplier shall pay Company for Daily Over-Delivery Gas Quantities pursuant to the following:

- (1) the DDQ non-compliance charge of \$1.00 per Dekatherm; plus
- (2) All other charges incurred by Company and attributable to School Supplier's Daily Over-Delivery Imbalance Quantity, including pipeline penalty charges; plus
- (3) Applicable taxes.

#### **OPERATIONAL FLOW ORDERS**

School Supplier is obligated, when requested by the Company through an Operational Flow Order ("OFO"), to nominate and deliver gas supply to the Company's city gates in the manner instructed by the Company. Company may call a Cold Weather OFO or a Warm Weather OFO where such action is necessary, in the Company's sole judgment, to (1) protect the reliability of Company's gas system; (2) comply with Company's Curtailment Procedures in the General Terms and Conditions Applicable to Gas Service, and/or (3) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC-approved tariffs.

**Cold Weather OFO Day:** During a Cold Weather OFO, the School Supplier shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

When School Supplier has a Daily Under-Delivery Imbalance School Supplier shall pay Company the following:

- (1) For each Dekatherm of Daily Under-Delivery Imbalance Quantity the higher of the highest incremental gas cost paid by Company on the date of noncompliance or the Daily Under-Delivery Charge; plus
- (2) OFO Non-Compliance Charge of \$10.00 per Dekatherm; plus
- (3) All other charges incurred by Company and attributable to School Supplier's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges on the OFO shortfall quantities; plus
- (4) Applicable taxes.

**Warm Weather OFO Day:** During a Warm Weather OFO, the School Supplier shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

When a School Supplier has a Daily Over-Delivery Imbalance the Company shall pay School Supplier for each Dekatherm of Daily Over-Delivery Imbalance Quantity the lower of the lowest incremental gas cost paid by Company on the date of noncompliance or the Daily Over-Delivery Charge.

School Supplier shall pay Company for Daily Over-Delivery Quantities pursuant to the following:

- (1) OFO Non-Compliance Charge of \$10.00 per Dekatherm; plus
- (2) All charges incurred by Company and attributable to the School Supplier's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities; plus
- (3) Applicable taxes.

## **APPENDIX J**

# **SCHOOL NOMINATION AND BALANCING PROVISIONS**

### **IMBALANCE TRADING**

School Supplier may trade daily imbalance quantities with other School Suppliers to reduce or eliminate its imbalances. Imbalance Trading is subject to the following Terms and Conditions:

- (1) Daily Imbalances incurred during Operational Flow Order periods are not eligible for trading.
- (2) The schedule for the trading of imbalances shall be as follows:
  - a. Company shall issue an initial statement of monthly imbalances (i.e. prior to imbalance trades) to School Supplier.
  - b. School Supplier shall complete and submit its monthly imbalance trades to Company within two (2) business days following the issuance of the initial imbalance statement.
  - c. Company shall issue a final imbalance statement of monthly imbalances to School Supplier within three (3) business days following the close of imbalance trading.
- (3) The quantity eligible for trading is 100% of the calculated pre-trade daily imbalance quantities. School Supplier may not trade to establish an imbalance in the opposite direction of the original imbalance.
- (4) Any City-Gate Non-Compliance volumes will not be changed due to trading of imbalances, and will be subject to the City-Gate Non-Compliance Charge.
- (5) Company will bill both parties to an Imbalance Trade a \$10.00 Imbalance Trading Charge for each transaction. For purposes of this charge, a transaction is each transfer of gas imbalance on a specific gas day pursuant to an arrangement by, or between, School Supplier(s) to purchase, sell, or trade gas imbalances.
- (6) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to an Imbalance Trading transaction are outside the scope of this Tariff for Gas Service and must be completed between the parties themselves.
- (7) Trading of imbalances will not be permitted across operational systems or Gas Transportation Programs.

### **VOLUME RECONCILIATIONS**

#### **Annual Reconciliation:**

Company will identify imbalances on an annual basis for each School Supplier's Pool through calculating the difference between the Pool's Delivered Supplies and its Pool's Usage. Calculation of imbalances will be based on Supplier's monthly deliveries to its Pool reduced by the Unaccounted For Gas Percentage as set forth in Appendix F and compared to the Pool's total usage.

School Supplier will eliminate any annual imbalances via either:

- (1) payment from Company for Over-Delivery Imbalance Quantities, or
- (2) payment from School Supplier for Under-Delivery Imbalance Quantities

at the "Weighted Average Imbalance Price" calculated based on:

- (1) School Supplier deliveries; and
- (2) the arithmetic average of the "Monthly Contract Index" prices published as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the applicable months during the period of delivery to:

- (1) Texas Gas, Zone SL, or
- (2) ANR, La; or
- (3) Texas Eastern, ELA, or
- (4) Panhandle, Tx-Okla; or
- (5) Chicago City-Gates,

inclusive of firm pipeline transportation commodity rate, fuel and all surcharges, and adjusted for the necessary taxes.

## **APPENDIX J**

# **SCHOOL NOMINATION AND BALANCING PROVISIONS**

### **WAIVER OF CHARGES**

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to School Supplier pursuant to this Appendix J, provided, however, that the waiver of such Charge shall be exercised on a non-discriminatory basis. Requests for waivers, showing justifiable cause, must be submitted in writing to Company.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **APPLICABILITY**

These Terms and Conditions shall be applicable to Gas Service provided by Company. In the event these Terms and Conditions conflict with any Definition, Rate Schedule or Appendix, the Terms and Conditions shall be controlling.

### **1. APPLICATION OR CONTRACT REQUIRED FOR GAS SERVICE**

- A. An application and/or contract, properly executed, may be required from Customer before Company will provide Gas Service, provided, however, that Company shall have the right to reject any application and/or offer of contract for any valid reason.
- B. When Customer's application for Gas Service is accepted by Company, such application and acceptance shall constitute an agreement between Customer and Company.
- C. Company shall determine the availability of Gas Service and the conditions under which Gas Service shall be provided.
- D. Company shall prescribe reasonable terms to be included in the contract between Company and Customer.
- E. If a contract between Company and Customer contains any provision which is contrary to, or becomes contrary to, any Definition, Rate Schedule, Company's General Terms and Conditions, the Commission's Regulations, any lawful decision of the Commission or is, or becomes, otherwise not in accordance with valid local, state and/or federal laws, such provision shall be of no force or effect.
- F. In its reasonable discretion, Company may require a long-term contract when unusual construction or equipment expense is necessary to provide Gas Service.
- G. Company may refuse Gas Service or disconnect Gas Service on account of arrearages due for Gas Service furnished to persons formerly receiving service at the Premises as Customer of Company, if the former Customer continues to reside at such Premises.

### **2. ALL AGREEMENTS TO BE INCORPORATED IN CONTRACT**

No promises, agreements or representations of any agent of Company shall be binding upon Company unless the same shall have been incorporated in a written contract before such contract is signed and approved by an authorized agent of Company.

### **3. ASSIGNMENT OF CONTRACT**

The benefits and obligations of any contract for Gas Service shall inure to and be binding upon successors and assigns, and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full-term thereto; provided that no assignment thereof shall be made by Customer without first obtaining Company's prior written consent.

### **4. DATA ON CUSTOMER'S INSTALLATION**

Upon request of Company, Customer shall present in writing to Company a list of the equipment or appliances which are or will be connected to Company's lines, giving the locations on the Premises and the nameplate input ratings of all such equipment or appliances.

### **5. CONSENT FROM COMPANY BEFORE INCREASING LOAD**

Commercial and Industrial Customers shall not install gas equipment of any kind or otherwise increase the demand for Gas Service beyond existing contractual limits or facilities capabilities except upon prior written consent from Company.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **6. EXTENSION OF COMPANY'S FACILITIES**

- A. The obligation of Company to provide any extension of facilities shall be subject to the Restrictions on New and Additional Gas Service and Curtailment Procedures made effective pursuant to other provisions of Company's General Terms and Conditions and as otherwise provided by law.
- B. Upon request for Gas Service by a prospective Customer or a group of prospective Customers located in the same area, Company will extend without charge its facilities including distribution mains, underground service pipes, meters and other equipment necessary to provide the service provided:
  - 1) that Company's estimate of its Non-Gas Cost Revenue from such Gas Services provided to the prospective Customer(s) for a period of five and one-half (5.5) years is equivalent to or in excess of Company's estimate of the cost of providing such facilities, and;
  - 2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- C. If the cost of the facilities necessary to provide the Gas Service requested exceeds the without-charge limit; Company may require either a deposit or adequate provision of the payment of a deposit equal to the cost of the facilities extension in excess of the without-charge limit.
- D. Any refundable extension deposit accepted by Company shall be subject to refund until the expiration of the six-year contract period. For each Customer connected to the extension, Company shall refund an amount by which five and one-half (5.5) times the estimated annual Non-Gas Cost Revenue for gas appliances actually installed exceeds the estimated cost of connecting such Customer. At no time shall the aggregate refund made to any depositor exceed the amount of extension deposit received from such depositor.
- E. Upon request for Gas Service by a prospective Customer where, in Company's opinion, the facilities extension is of such length and the prospective Non-Gas Cost Revenue which may be developed by it is so meager as to make it doubtful whether the Non-Gas Cost Revenue from the extension would ever pay a fair return on the investment involved, or in the case of a real estate development with slight or no immediate demand for service, or in the case of Industrial installations requiring slight or irregular service and requiring extensive equipment, such facilities extension requests shall be submitted to the Commission for investigation and determination as to the convenience and necessity of such extension, and if so required, the conditions under which they shall be made.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

**7. COMPANY'S SERVICES, METERS AND APPURTENANCES**

- A. Company shall locate the point to which the service connection will be made, and subject to other provisions of Company's Terms and Conditions, shall furnish, install and maintain all piping up to the inlet of the meter.
- B. Customer shall provide, at no expense to Company, a suitable route for the service line and a place near the service entrance, acceptable to Company, for the meter or meters and any necessary appurtenant devices which may be provided by Company.
- C. Customer shall allow Company the necessary easements or consents authorizing the installation and maintenance, on, over and through Customer's private property, of all piping, meters or allied equipment as may be necessary or convenient for providing Gas Service to Customer, either by Customer's agreement to abide by Company's General Terms and Conditions, or execution of Company-supplied forms for such specific easements.
- D. All Gas Service provided by Company shall be measured by a meter or meters installed and maintained by Company in accordance with the Commission's Regulations.
- E. Customer may be required to contribute to part or all of the costs of such facilities including applicable taxes.

**8. CUSTOMER'S RESPONSIBILITY FOR COST OF FACILITIES MODIFICATIONS**

If Customer either by request or by action requires that Company's facilities be redesigned, re-engineered, relocated, removed, modified, or reinstalled, Company may require Customer to make payment to it of the full cost of performing such facilities modifications including any applicable taxes.

**9. COMPANY PROPERTY AND PROTECTION THEREOF**

All meters and other equipment furnished by and at the expense of Company which may at any time be on or in Customer's Premises, shall, unless otherwise expressly provided, be and remain the property of Company, and Customer shall protect such property from loss or damage, and nobody except authorized agents of Company, shall be permitted to remove, change or adjust such property.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **10. CUSTOMER'S PIPING, APPLIANCES AND EQUIPMENT**

- A. Customer shall furnish, install and maintain all necessary piping beyond the outlet side of the meter and the appliances and equipment connected to such piping, in accordance with applicable state and local codes, regulations and/or requirements and in accordance with Company's Terms and Conditions.
- B. It shall not be the duty of Company to inspect Customer's piping, appliances or equipment.
- C. Company reserves the right to refuse to provide Gas Service when conditions are believed to be dangerous, hazardous, or otherwise unacceptable in the judgment of Company, although Company is under no duty to make such a judgment.
- D. Except as authorized by Company, no Gas Service other than that being provided by Company shall be used on the same installation as is used for the service supplied by Company.

### **11. ACCESS TO CUSTOMER'S PREMISES**

Authorized agents of Company shall have access to Customer's Premises at all reasonable times for the purpose of:

- A. Turning on or shutting off, reading, inspecting, testing, repairing, or replacing the meter or meters or other equipment used in providing Gas Service and for removing the same upon the termination of the contract and/or discontinuance of Gas Service;
- B. Determining the compliance of Customer with the applicable Rate Schedule and Appendices, contract with the Company, Company's General Terms and Conditions, or the Commission's Regulations; and
- C. Accessing Customer's gas appliances to re-light or turn off pilot lights.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

**12. PREDICATION OF RATE SCHEDULES**

- A. Company's Rate Schedules are predicated upon one type of Gas Service being provided separately to Customer at a single Premises.
- B. The combining through one meter of Gas Services under two or more Rate Schedules or to two or more Premises shall not be permitted.

**13. CUSTOMER'S SELECTION OF RATE SCHEDULE**

- A. When more than one Rate Schedule is applicable to Customer, Customer shall select which Rate Schedule Customer desires, provided that each selection of Rate Schedule shall remain in effect for no less than a twelve-month period.
- B. Company does not guarantee that Customer shall be served under the most favorable Rate Schedule at all times, and no refund shall be made for the difference in charges between the Rate Schedule under which Gas Service has been provided and another applicable Rate Schedule.

**14. RESALE OF SERVICE**

Gas Service shall not be provided to any Customer for resale in whole or in part, except to a public utility regulated by the Commission or for the express and limited purpose of providing NGV Service. However, Company is under no obligation to provide Gas Service for resale to another public utility.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **15. METERING**

- A. Certain charges for Gas Service provided to Customer shall be calculated based upon the measurement of the meter or meters installed by Company.
- B. Whenever it is determined that an installed meter is not recording within the limits of accuracy as prescribed by the Commission's Regulations, a billing adjustment shall be made in accordance with the Commission's Regulations.
- C. Meters shall be read monthly, or at other intervals as the circumstances may require, at the option of the Company.
- D. For billing purposes, where gas is metered at low pressure (inches of water column), a cubic foot of gas shall be taken to be the amount of gas in a volume of one cubic foot under the conditions existing in Customer's meter as and where installed; provided, however Company may at its option install meters which will compensate for changes in temperature above or below 60° Fahrenheit.
- E. For billing purposes, where gas is metered at higher pressure (psig), the volume of gas measured shall be corrected to correspond to a gas of standard conditions, free of water vapor, as a temperature 60° Fahrenheit and an absolute pressure of 14.65 pounds per square inch.
- F. When, for the convenience of Company, more than one meter is installed on one Premises for metering Gas Service to Customer under one Rate Schedule, the sum of the measurements of all such meters may be used to render one Bill.
- G. When, for the convenience of Customer, more than one meter is installed on one Premises for metering Gas Service to Customer under one Rate Schedule, separate Bills may be rendered for each meter, at the applicable rates and charges.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **16. BILLING**

- A. Bills for Gas Service shall be rendered monthly. A billing month shall be as near to thirty days as is practicable, but may exceed that period as the circumstances may require.
- B. In order to render monthly Bills, for good cause Company may estimate the monthly usage of gas of any Customer, with appropriate adjustments to be made by Company on the first Bill rendered following the reading of the meter. Good cause includes but is not limited to:
  - 1. request of Customer;
  - 2. inclement weather;
  - 3. labor or union disputes;
  - 4. inaccessibility of Customer's meter if Company has made a reasonable attempt to read the meter, but was unable to;
  - 5. non-monthly meter reading schedule or no meter read on final bill; and
  - 6. other circumstances beyond the reasonable control of the Company, its agents, and employees.
- C. Any Customer who does not desire to receive an estimated Bill may read its meter and communicate the readings to the Company in an appropriate format that will be provided by Company.
- D. Company offers an optional alternative billing method for eligible Residential and Small Commercial Customers that averages Customer's estimated bill over an extended period ("Budget Bill"). Customer's normal monthly Budget Bill amount shall be based on a reasonably accurate estimation of future bills and shall be subject to no more than a single mid-cycle bill adjustment. Year-end Customer actual bill balances in excess of the normal monthly Budget Bill amount shall be rolled into Customer's next year's normal monthly Budget Bill amounts.

### **17. PAYMENT OF BILLS**

- A. Bills must be paid through a Company authorized method of payment, including mail-in payments, bank drafts (ACH), approved pay sites, electronic check and credit card payments, and electronic funds transfer, as they may change from time to time.
- B. If a Bill payment is not received by Company through an authorized method of payment on or before the gross payment date stated on the Bill, Customer shall be considered delinquent in payment and a late payment charge shall be levied.
- C. The gross payment date shall be at least seventeen days after the Bill is mailed by Company. When such date falls on a Saturday, Sunday, and other legal holiday, or a day Company's office is not open for business, the gross payment date shall be the first business day thereafter.
- D. Failure to receive a Bill shall not entitle Customer to pay the net Bill, if Customer fails to make payment on or before the gross payment date, nor shall it affect the right of Company to discontinue Gas Service for nonpayment of Bill as provided in the Commission's Regulations.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **18. DEPOSIT OR ARRANGEMENT TO ENSURE PAYMENT OF BILL**

- A. Company may require from a present or prospective Residential Customer a cash deposit when standards of creditworthiness, as set forth in the Commission's Regulations, are not satisfied. The amount of such deposit shall not exceed one-third of the expected annual billing for Gas Service to be furnished to Customer.
- B. Company may require from a present or prospective Commercial or Industrial Customer a cash deposit equal to the sum of estimated billing amounts for Customer's two consecutive months of highest usage. Such deposits may be based on historical or expected usage.
- C. In lieu of a cash deposit, Company may in its reasonable discretion require an alternative security arrangement (e.g., a prepayment which is intended to serve the same purpose as a cash deposit).
- D. Interest will be paid at an interest rate set annually by the Commission, on deposits held more than thirty (30) days, beginning with the date of deposit to the date the deposit is credited to Customer's account.
- E. Deposits for Residential Customers will be credited to Customer's Bill after Customer has established a creditworthy payment record in accordance with standards set forth in the Commission's Regulations. At the request of Customer, the deposit shall be refunded to Customer in lieu of being credited to Customer's Bill.
- F. The deposit of a Residential Customer who does not establish a creditworthy payment record may be retained by Company until Gas Service is discontinued.
- G. The deposit of a Commercial or Industrial Customer may be retained by Company until Gas Service is discontinued.
- H. The deposit, plus accrued interest, if any, may be applied to the final Bill when Gas Service is discontinued. After applying the deposit and interest to the final Bill, any credit balance shall be refunded to Customer, except that any credit balances less than \$10.00 will not be refunded to Customer unless so requested by Customer.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **19. DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST**

- A. Whenever Customer desires to have Gas Service discontinued, Customer shall notify Company at least three working days in advance of the day discontinuance is desired. Customer shall remain responsible for all Gas Service used and the billing rendered therefore until Gas Service is discontinued.
  
- B. When Customer has entered into a contract with Company to take Gas Service from Company and Customer orders discontinuance of Gas Service before the expiration dates as established in the contract, Customer shall be liable for the payment of all applicable charges for the months remaining in the un-expired period of the contract term. Customer's liability for those charges shall be in addition to any other rights which Company may have with respect to the contract.

### **20. DISCONTINUANCE OF SERVICE WITHOUT NOTICE**

Company can discontinue Gas Service to Customer without notice for any of the following reasons:

- A. For emergency repairs; or
- B. For lack of sufficient capacity or quantities of gas supply; or
- C. To maintain normal operating pressures; or
- D. If Company's regulators, meters, or other appurtenances or connections thereto have been tampered with and Company has reasonable grounds to believe that the affected Customer is responsible for such tampering; or
- E. If fraudulent or unauthorized use of gas is detected and Company has reasonable grounds to believe the affected Customer is responsible for such use; or
- F. If there exists in Customer's piping or in connection with Customer's gas-using equipment, any condition which, in Company's judgment, is dangerous or hazardous to life, physical safety or property; or
- G. If there exists any other condition which, in Company's judgment, is dangerous or hazardous to life, physical safety or property; or
- H. For any violation of Company's rules pursuant to Rule 28;
- I. For any other lawful reason.

Such discontinuance shall not, however, invalidate any contract and Company shall have the right to enforce any contract, notwithstanding such discontinuance.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **21. LIMITATIONS OF LIABILITY**

- A. Neither Company nor Customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.
- B. Company shall not be liable for damages for any failure to supply gas or for an interruption, limitation, or Curtailment of Gas Service, whether or not such disruption is ordered by a governmental agency having jurisdiction, if such failure, interruption, limitation, or Curtailment is due to the inability of Company to obtain sufficient gas supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default of Company.
- C. Company shall not be liable for damages caused by defective piping or appliances on Customer's Premises.
- D. Company shall not be liable for damages resulting to Customer or to third persons from the presence or use of gas or the presence of Company's equipment on Customer's Premises, unless due to the willful default or negligence on the part of Company.

### **22. NOTICE BY COMPANY**

- A. Notice by Company to Customer may be given by letter, statement or postcard deposited in the United States mail or private carrier with postage prepaid, or by facsimile, or email, or where written notice is not required, notice may be given by physical note or orally by any authorized agent of Company, either in person or by telephone.
- B. The notice shall be considered given:
  - 1. When actually communicated in the case of oral notice; or
  - 2. When deposited in the United States mail or placed with private carrier when notice is given by letter, statement or postcard; or
  - 3. When sent when notice is given by facsimile; or
  - 4. When a physical note is left at Customer's Premises.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **23. GAS SERVICE TO MOBILE HOME PARKS**

The obligation of Company to provide any extension of facilities shall be subject to the Restrictions on New and Additional Gas Service and Curtailment Procedures made effective pursuant to other provisions of Company's General Terms and Conditions. Subject to the foregoing, Company shall provide Gas Service to a Mobile Home Park ("Park") under the following conditions:

- A. Permanency. The Park shall be of a definite permanent nature and have improved streets, individual water and sewer connections to each lot, and each mobile home must rest on a concrete slab.
- B. Size. The Park shall have at least ten or more sites on which mobile homes may be located.
- C. Main Extensions. Main extensions shall be made in accordance with Rule 6 of Company's General Terms and Conditions, but for purposes of Rule 6, each Park Operator shall be considered to be the Customer. Non-Gas Cost Revenue estimates shall be determined by Company based on its knowledge of gas usage of mobile homes, taking in account the number and nature of gas appliances to be used and any other reasonable factors. Each Park Operator shall enter into an extension of facilities contract for construction of gas mains, if the Park does not have enough existing mobile homes equipped with gas appliances to justify a gas main extension under Rule 6.
- D. Easement. The Park Operator shall cause Company to be granted an easement in form and substance satisfactory to Company for the construction, maintenance and operation of Company's gas distribution system, together with the right of free access to read meters and repair or remove Company's services, regulators, meters and any other facilities installed by Company.
- E. Extension and Metering. Company shall upon execution of an extension of facilities contract or work order showing economic feasibility and receipt of a proper easement, construct and maintain the required distribution system to serve the Park. Company shall extend service to each mobile home site to be supplied. The gas riser and the meter for each mobile home site shall be located in the rear one-third section of the site and not less than eighteen (18) inches from the roadside wall of the mobile home, unless a different location is deemed necessary by Company.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

- F. Fuel Lines. The Park Operator or mobile home Customer shall furnish, install, and maintain all fuel lines beyond Company's meters to the point of connection with the mobile home piping. The fuel lines to individual mobile home sites shall be:
1. Adequately sized to provide minimum pressure drop, but in no case less than ¾" pipe,
  2. Equipped with a terminal shutoff at a point adjacent to the mobile home, and
  3. Connected to the mobile home piping with either a semi-rigid tube or all-metallic flexible connector that shall be looped to prevent strain caused by settling or movement of the mobile home.
- G. Meter Protection. The Park Operator shall provide substantial protection satisfactory to Company for the gas riser and meter so as to minimize the likelihood of damage by moving of the mobile home.
- H. Relocation of Facilities. The Park Operator shall keep the gas distribution system free and clear of any obstruction that will interfere with the maintenance of the system and shall not construct or maintain any structure over Company's distribution mains or services. When there is a change in the Park's operation or construction which, in the judgment of Company, makes the relocation of the gas facilities necessary, or if relocation is requested by the Park, Company will move such facilities at the Park's expense to a location acceptable to Company to be provided by the Park.
- I. Rate Schedule. Gas Service will be supplied and metered separately to each single occupancy dwelling unit and/or such Park facility under the applicable Rate Schedule.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **24. CURTAILMENT PROCEDURES**

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands for Gas Service or to protect and replenish Company's underground gas storage reserves, which determinations shall be within Company's reasonable discretion, Company shall have the right to curtail Gas Service within any of its distribution systems so affected in accordance with the provisions of this Rule.

A. **Definitions.** For the purpose of this Rule, the following terms shall have the meanings defined below:

- (1) **Firm Curtailment Customer.** A Firm Curtailment Customer shall mean any Customer being served under Rate 220, 225, 245, 260, 270 whose Average Daily Throughput in any billing month during or subsequent to the Base Period exceeds 1,000 therms.
- (2) **Average Daily Throughput.** The Average Daily Throughput for any Base Period billing month shall be the Firm Curtailment Customer's metered Throughput during such month divided by the number of days in the month.
- (3) **Base Period.** The Base Period is any twelve consecutive billing months as established by Company.
- (4) **Normal Monthly Throughput.** The Normal Monthly Throughput shall be the Firm Curtailment Customer's metered Throughput during each billing month of the Base Period. These quantities may be adjusted by Company for unusual circumstances.
- (5) **Human Needs Customers.** Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.
- (6) **Gas Supply Curtailment.** Curtailment resulting from insufficient quantities of Company-supplied gas to meet the demands of Company's Sales Customers.
- (7) **Capacity Curtailment.** Curtailment resulting from insufficient distribution system capacity to supply Gas Services to Company's Gas Service Customers.
- (8) **Plant Protection Level** - The minimum quantity of Gas Service for Firm Curtailment Customers or Alternate Fuel capability for Interruptible Service Customers required by Customer to prevent endangering the health or safety of personnel, or to prevent extensive damage to Customer's facilities, equipment, or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed, but shall not include Gas Service required to maintain plant production.

B. **Curtailment Sequences.** Company shall have the right to curtail Gas Service to its Customers according to the following sequences. Such Curtailment shall be effective as of the date and time specified in the notice to Customer. When necessary in the sole opinion of Company, Gas Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **B.1. Gas Supply Curtailment Sequence.**

- (1) First, Rate 260 and 270 Non-Pooling Transportation Customers and Pool Operators' and School Suppliers' Pools (under Rate Schedules 280 and 285) shall be subject to the Cold Weather OFO in Appendix E and Appendix J as applicable.
- (2) Next, Rate 240 Customers' purchases of Company-Supplied Gas shall be interrupted 100% and Rate 245 Non-Pooling Customers shall be subject to the Cold Weather OFO in Appendix E.
- (3) Next, as determined by Company, all Rate 220 Firm Curtailment Customers' purchases of Company-Supplied Gas shall be limited to either:
  - (a) their respective Average Daily Throughput each day over any portion of the billing month, or
  - (b) their respective Normal Monthly Throughput.
- (4) Next, as determined by Company, all Rate 220 Firm Curtailment Customers' purchases of Company-Supplied Gas shall be curtailed prorata, either:
  - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Average Daily Throughput, or
  - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

At this point in the Curtailment sequence, Firm Curtailment Customers shall not be curtailed to a daily quantity less than their respective Plant Protection Levels.

- (5) Next, all Rate 220 Firm Curtailment Customers' purchases of Company-Supplied Gas shall be curtailed to a daily quantity equal to their respective Plant Protection Levels.
- (6) Next, Rate 245, 260 and 270 Non-Pooling Transportation Customers and Pool Operators' and School Suppliers' (under Rate Schedules 280 and 285) Pool Customers' transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered supply shall be diverted to use for Company System supply.
- (7) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Customer.
- (8) Compensation for the diversion of Customers' transportation gas quantities as provided for in Rule 27(B1) (6), will be in the amount of:
  - (a) **Daily Index Price:** The Daily Midpoint Prices per Dekatherm as reported in Gas Daily in the table "Daily Price Survey", for delivery to:
    - 1) Texas Gas, Zone SL, or
    - 2) ANR, La; or
    - 3) Texas Eastern, ELA, or
    - 4) Panhandle, Tx-Okla; or
    - 5) Chicago City-Gates.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

- (b) the maximum interruptible transportation rate, including all applicable surcharges, for the applicable pipeline delivering the diverted gas to Company's system; plus
- (c) The average premium paid by the Company (stated on a per therm basis) to firm gas suppliers.

Such gas costs shall be recoverable by Company through the Gas Cost Adjustment.

### **B.2. Capacity Curtailment Sequence.**

- (1) First, Rate 260 and 270 Non-Pooling Transportation Customers and Pool Operators' and School Suppliers' Pools (under Rate Schedules 280 and 285) shall be subject to the Cold Weather OFO in Appendix E and Appendix J as applicable.
- (2) Next, Rate 240 Customers' purchases of interruptible Company-Supplied Gas quantities shall be interrupted 100%. Rate 245 Non-Pooling Customers shall be subject to the Cold Weather OFO in Appendix E.
- (3) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-Supplied Gas, as applicable, shall be limited to either:
  - (a) their respective Average Daily Throughput each day over any portion of the billing month, or
  - (b) their respective Normal Monthly Throughput.
- (4) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-Supplied Gas, as applicable, shall be curtailed prorata, either:
  - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Daily Throughput, or
  - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

At this point in the Curtailment sequence, a Firm Curtailment Customer shall not be curtailed to a daily quantity less than its Plant Protection Level.

- (5) Next, all Firm Curtailment Customers shall be curtailed to their respective Plant Protection Levels.
- (6) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt deliveries of Gas Service to any Customer.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

**C. Curtailement Notification.**

- (1) Company shall give notification of Curtailement in the most effective manner possible and as much in advance as reasonably possible with regard to the existing circumstances and the number of Customers to be notified.
- (2) If reasonably possible, Firm Curtailement Customers shall be given seven days advance notice of any Curtailement.
- (3) In the event of Curtailement of Firm Curtailement Customers, Company shall provide notice to each Firm Curtailement Customer of its Normal Monthly Throughput and Average Daily Throughput.

**D. Lifting of Curtailement.** Any Curtailement shall be lifted in reverse order of the Curtailement Sequence.

**E. Unauthorized Gas Usage.**

- (1) Assessment of Unauthorized Gas Usage Charge. When a Curtailement is in effect pursuant to the provisions of paragraph B of this Rule, gas usage by Customer in excess of the quantity permitted for such Customer shall constitute Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Appendix C.
- (2) During the Curtailement period, Customer shall have no entitlement to Unauthorized Gas Usage. In the event Customer continues Unauthorized Gas Usage, Company may, in its sole discretion, discontinue Gas Service to Customer. The assessment of the Unauthorized Gas Usage Charge and the exercise of the right to discontinue Gas Service by Company shall be in addition to any other rights Company may have with respect to Customer's Unauthorized Gas Usage.

### **25. RESTRICTIONS ON NEW AND ADDITIONAL GAS SERVICE**

**A. Company reserves the right:**

- (1) to restrict the extension of mains, the installation of service lines and/or the addition of new Customers for any class of service, and/or
- (2) to restrict the annual, seasonal or monthly volume and/or maximum hourly take of said Customers in keeping with available gas supply and system capacity.

**B. Company may exercise such restrictions within its reasonable discretion:**

- (1) to ensure the provision of safe, adequate and reliable service to existing Customers.
- (2) on a temporary basis until Company is able to complete an engineering analysis; or
- (3) for any other valid reason to protect system integrity.

## **GENERAL TERMS AND CONDITIONS** **APPLICABLE TO GAS SERVICE**

### **26. SERVICE CONTRACTS**

- A. Customer may contract with Company to provide Contract service not specifically contained within this Tariff for Gas Service. Such contract services may include, but not limited to:
1. maintenance of Customer-Owned gas facilities,
  2. installation of gas facilities on Customer's Premises, and
  3. engineering/construction related services.
- B. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services shall be provided.
- C. The cost of providing such contract services shall be based on a methodology similar to that used by Company to establish costs of providing similar services under this Tariff for Gas Service, including applicable administrative and overhead charges.
- D. The terms of payment for such contract services shall be mutually agreed to by Customer and Company. The payment of such services may appear as a separate item on Customer's Bill for Gas Service.
- E. Contracting for services under this Rule will in no way affect Customer's and Company's respective obligations regarding the rendering of and payment for Gas Service under this Tariff for Gas Service and the applicable Rate Schedule and Appendices.

### **27. FRAUDULENT USE OF GAS**

When Company identifies fraudulent or unapproved use of gas, or Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that Customer or other user has benefited by such fraudulent or unapproved use of such tampering. Customer or other user shall be responsible for payment of the reasonable cost of Gas Service used during the periods such fraudulent or unapproved or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls, investigation and the cost of effecting repairs necessitated by such use and/or tampering. Company may assess a Fraudulent Gas Usage Charge as set forth in Appendix C per occurrence for such field calls and repairs. Under such circumstances Company may, subject to any provision of Commission Rule 16 to the contrary, disconnect service without notice and Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full. All Statutory penalties shall be fixed by court of competent jurisdiction or by agreement between Company and Customer.

### **28. VIOLATION OF RULES**

Company may discontinue Gas Service upon violation by any Customer of any of Company's rules or regulations of which these General Terms and Condition are a part, by giving seven days written notice mailed to such Customer at his address shown upon Company's records, advising Customer in what particular such rule or regulation has been violated, but where fraudulent use of gas is detected or where Company's regulation or measuring equipment has been tampered with or where a dangerous condition is found to exist on Customer's Premises, Gas Service may be shut off without notice in advance. Company shall not be liable for damage of any character caused by or resulting from a violation of these General Terms and Conditions.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **AFFILIATE GUIDELINES**

The OUC and Indiana Gas Company, Inc. and/or Southern Indiana Gas and Electric Company ("Utility") (collectively "Parties") have negotiated in connection with Cause No. 41465 the following Affiliate Guidelines to govern the relationships between the Utility and its Affiliates. By agreement, the Guidelines have been modified in connection with Cause No. 37394GCA50S1 ("GCA50"). The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Affiliate Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUC or Utility desires changes to these Affiliate Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Affiliate Guidelines on its own motion, after notice and hearing.

These Affiliate Guidelines should be read in conjunction with the "Cost Allocation Guidelines" developed by the OUC and Utility and also approved by the Commission in Cause No. 41465. Subject through March 31, 2007 to the Settlement Agreement and ARP approved in GCA50 and Cause No. 42233, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

One purpose of these Affiliate Guidelines is to establish standards for procurement on competitive terms to govern the Utility's procurement of goods, services, assets, and other utility resources. Such procurement "on competitive terms" (as defined herein) shall be done with the objective of obtaining the best terms available for the Utility and its customers. The only exception to these procurement standards is the provision of "shared corporate support and administrative services" such as corporate treasury services and human resources. These services may be shared with other companies/affiliates with the Vectren organization. The pricing of those services to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines. See the definitions section below for a complete definition of "shared corporate support and administrative services".

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **DEFINITIONS**

The definitions below apply to terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

**“Affiliate”** “Affiliate” means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an “Affiliate” by the Commission or otherwise is an “Affiliate” under Indiana Law.

**“Person”** “Person” includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.

**“Commission”** “Commission” means the Indiana Utility Regulatory Commission.

**“IURC”** “IURC” means the Indiana Utility Regulatory Commission

**“OUCC”** “OUCC” means the Indiana Office of Utility Consumer Counselor.

**“Holding Company”** “Holding Company” means the parent company, Vectren Corporation, or its successor in interest of Indiana Gas Company and/or Southern Indiana Gas and Electric Company.

**“Competitive Terms”** “Competitive Terms” means the best terms reasonably available in the competitive marketplace at that time (including the terms available from the Utility itself under efficient operation) giving due consideration to both price and non-price terms such as quality and reliability. If the Utility itself can provide the services at the lowest cost with comparable quality and reliability, then that cost shall be considered the "competitive terms."

**“Shared Corporate Support and Administrative Services”** “Shared Corporate Support and Administrative Services” means the following types of functions/services that the Utility may share with other companies/affiliates within the Vectren organization: (1) accounting and corporate treasury services; (2) human resources; (3) information technology and communications services; (4) corporate directors and officers services; (5) legal services; (6) insurance and claims; (7) billing; (8) customer call center services; (9) facility and fleet management; and (10) environmental services. (See Specific Affiliate Guidelines Section 2, Items J, L and O related to “Shared Corporate Support and Administrative Services.”)

**“Capital Costs”** “Capital Costs” means the costs associated with obtaining the financial capital required to provide physical assets such as office buildings, computers or office equipment.

**“Non-Regulated”** “Non-Regulated” means not regulated by the Indiana Utility Regulatory Commission (IURC). “Non-Regulated” also applies to products or services over which the IURC has declined its jurisdiction.

**“Similarly Situated”** “Similarly Situated” means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A utility affiliated gas or power marketer would, for example, be considered similarly situated to other non-affiliated gas or power marketers.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **GENERAL AFFILIATE GUIDELINES**

- A. No Cross-Subsidies.** The Utility shall not subsidize Affiliates or non-regulated activities.
- B. Separation of Regulated and Non-Regulated Operations.** The separation of the Utility's regulated operations from the Holding Company's non-regulated business operations and Affiliates is necessary to prevent potential cross-subsidies. To the maximum extent practicable, the Utility shall separate its regulated operations from its own, its Affiliates and its Holding Company's non-regulated operations. Instances where such separation does not exist must otherwise be in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.
- C. No Discrimination.** The Utility shall not discriminate in favor of or otherwise give preferential treatment to its Affiliates, its Affiliates' customers or the Utility's own non-regulated activities.
- D. Comparability of Service.** The Utility shall provide comparable service to all similarly situated marketers, customers or other entities, regardless of affiliation.
- E. Procurement on Competitive Terms.** With the exception of "shared corporate support and administrative services" (defined above) the procurement of goods, services, assets and other resources by the Utility shall be on competitive terms, consistent with the public interest and in compliance with these Affiliate Guidelines and the Cost Allocation Guidelines. The Utility may procure services from an Affiliate but such procurement must be done on competitive terms (defined above). The Utility's procurement process shall also comply with General Guideline C above (i.e., No Discrimination). The pricing of "shared corporate support and administrative services" to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **SPECIFIC AFFILIATE GUIDELINES**

1. Affiliates shall be charged for all costs incurred on their behalf. These costs shall be appropriately and reasonably allocated and shall include, but not be limited to, those associated with shared facilities, general and administrative support services and other corporate overheads.
2. The Utility shall process all similar requests for service in the same manner and within the same reasonable time period for all similarly situated customers, marketers and other entities, regardless of affiliation.
3. The Utility shall not give preference to or discriminate in favor of its Affiliates, its Affiliates customers or its own non-regulated activities in matters including, but not limited to, the allocation, assignment, release, or transfer of rights to intrastate or interstate capacity, use of Utility distribution facilities, storage on system, rights to storage off system or in the sale of gas.
4. The Utility shall not condition or tie any agreement to provide Utility service to any agreement relating to a service to be provided by an Affiliate.
5. To the maximum extent practicable, Utility employees shall function separately and independently from employees of Affiliates and those engaged in non-regulated activities including, but not limited to, gas marketers, power marketers and other service providers.
6. The Utility may not, through tariff or otherwise, give any Affiliate or an Affiliate's customer or any non-regulated activity a preference or an advantage with respect to the transportation of gas including, but not limited to, the movement or delivery of gas on its distribution system, the administration of customer contracts, scheduling, nomination, balancing, metering, storage, standby service, curtailment policy, or billing/invoice disputes.
7. The Utility shall apply tariffs and their provisions and all other aspects of Utility service on a consistent and non-discriminatory basis to all similarly situated marketers, customers, and other entities regardless of affiliation.
8. Any discount or rebate for Utility service offered by the Utility to an Affiliate or an Affiliate's customer shall be offered on a non-discriminatory basis to all similarly situated marketers, customers, or other entities, regardless of affiliations. If the Utility waives a penalty or fee related to Utility service for an Affiliate or an Affiliate's customer, it shall waive such penalty or fee for similarly others on a non-discriminatory basis.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

9. The Utility shall not give preference to or discriminate in favor of its Affiliate or its Affiliate's customers in its provision of information. This includes, without limitation, information related to the sale or marketing of energy or energy services to existing or potential new customers and information related to the availability of transmission, distribution or storage capacity. Specific customer information shall be made available to affiliated or unaffiliated entities only upon consent of the customer or as otherwise provided by law or Commission rules or orders, except that customer name and address information may be provided to energy marketers or energy service providers.
10. The Utility may share information technology and communications services with other companies/affiliates within the Vectren organization. However, such sharing of information technology and communications services shall not be done in a manner that violates Specific Guideline 9 above regarding the non-discriminatory provision of information. The Utility shall take whatever steps are necessary to fulfill this requirement such as, for example, the implementation of electronic "firewalls" or other measures to control access to Utility information.
11. The Utility shall not speak on behalf of its Affiliates or give the appearance that it speaks on behalf of its Affiliates. The Utility Affiliates shall not speak on behalf of the Utility or give the appearance that they speak on behalf of the Utility.
12. Customer call handling shall be performed on a non-discriminatory basis without respect to affiliations of the customer or affiliations of the customer's marketer or energy service provider. If a customer requests information about alternative sources of supply, the customer service representatives shall offer to provide a list of all alternative suppliers known to be serving customers in the same rate class as the customer making the inquiry, except those suppliers excluded by mutual agreement of the Utility and the OUCC. Such a list may include Utility Affiliates, but the Utility customer service representatives shall not promote or endorse services offered by an affiliate. To ensure compliance with Specific Guidelines 9, 10, 11 and 12, the guidelines for handling of customer calls and information have been set out in writing and attached as Appendix A-1.
13. The Utility's Affiliates shall not trade upon, promote, or suggest that they receive preferential treatment as a result of affiliation with the Utility.
14. The Utility and its Affiliates shall not participate in joint advertising. An Affiliate may, however, reference the fact of its affiliation with the holding company. Such public references shall not: (a) make the Affiliate appear to be part of the Utility, or (b) suggest that the Affiliate or the Affiliate's customers will have any advantage as a result of the affiliation.
15. If the charges for Utility services are combined with charges for non-regulated energy services into a single bill, such a combined bill format will be made available on a non-discriminatory basis to non-affiliated entities that provide energy services in the Utility's service territory.
16. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

17. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with these Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise between the OUCC and Utility regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
18. All complaints relating to these Affiliate Guidelines and the Cost Allocation Guidelines, whether written or verbal, shall be submitted to the general counsel of the Utility or the Utility's highest-ranking legal employee ("general counsel"). The general counsel shall acknowledge to complainant such complaint within five (5) working days of receipt. The general counsel shall conduct a preliminary investigation and prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the incident or incidents, underlying the complaint, including all relevant dates, companies involved, employees involved and the specific claim. The general counsel shall communicate the results of the preliminary investigation to the complainant in writing within twenty (20) days after the complaint was received including a description of any course of action to be taken. In the event the Utility and the complainant are unable to resolve the complaint, the complainant may file a complaint with the Commission. Any complaint filed with the Commission before it was filed with the Utility under this section shall be held in abeyance while the procedures outlined here are followed. The general counsel shall keep a log of all complaints for a period of not less than three (3) years and shall keep such a log available for inspection by the IURC, OUCC and complainant.
19. All transactions between the Utility and its Affiliates shall be in accordance with a written contract filed with the IURC pursuant to I.C. 8-1-2-49. The Utility shall maintain sufficient records of all such transactions for at least three (3) years so as to allow for a complete and thorough audit.
20. The Utility shall meet with the OUCC to review all proposed Affiliate contracts. Upon filing of Affiliate contracts with the IURC, copies of such contracts will be delivered to the OUCC. Affiliate contracts shall be governed by Indiana law and these Affiliate Guidelines and the Cost Allocation Guidelines. To the extent the Guidelines contain provisions or commitments that go beyond what would otherwise be required under Indiana law, the Guidelines shall control. The OUCC reserves its rights to challenge such contracts at any time.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **PROCEDURES FOR FILING AFFILIATE CONTRACTS**

All Affiliate contracts shall be filed with the IURC and be in conformance with these Guidelines, the Cost Allocation Guidelines and Indiana Law. Such contracts shall be available for public inspection, except to the extent that information is protected from public disclosure under Indiana law. These Affiliate Guidelines in no way affect the IURC's duties and/or authority under Indiana law to inter alia investigate such contracts, hold public hearings related to such contracts and/or disapprove such contracts. These Affiliate Guidelines also in no way affect the OUC's right to inter alia initiate investigations of such contracts.

### **ANNUAL INFORMATIONAL FILING**

The Utility shall file annually with the Commission and provide copies to the OUC the following information concerning the Utility's Affiliates and its non-regulated activities.

1. The names and business addresses of the officers and directors of each Affiliate that has transacted any business with the Utility during the previous twelve (12) months. For each such Affiliate, the Utility shall also provide the following in its annual informational filing:
  - a. The Affiliate's name and a description of the Affiliate's primary line(s) of business and a description of the nature of the Affiliate's business with other non-affiliated entities.
  - b. A schedule detailing and summarizing the nature and the dollar amounts of the transfers of assets, goods and services between the Utility and the Affiliate that took place during the applicable twelve-month period.
2. A listing of all contracts currently in effect between the Utility and the Affiliate indicating the nature of the transactions, the date the contract became effective and the contract's expiration date.
3. A corporate organization chart, which shows the parent holding company, the Utility, its Affiliates, and their relationships to one another.
4. A description of the methods used to identify, value, and record transfers of assets, goods and services between the Utility and its Affiliates.
5. A description of the methods used to allocate federal and state income tax expense, payments and refunds to the Utility and its Affiliates.
6. A description of sharing of personnel between the Utility and its Affiliates during the twelve-month period.
7. A log of complaints maintained by the Utility under section 18 of Specific Affiliate Guidelines.
8. A listing and descriptions of all non-regulated activities engaged in by the Utility, including the amount of revenues and expenses generated by each such non-regulated activity.

These annual informational filings shall commence on the date thirty (30) days after the effective date of the Commission's approval of these Affiliate Guidelines, and shall repeat thereafter at the end of the Utility's fiscal year. These annual informational filings shall not serve or be interpreted as a pre-approval process.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **COST ALLOCATION GUIDELINES**

The OUC and Indiana Gas Company, Inc. ("Utility") (collectively "Parties") have negotiated in connection with Cause No. 41465 the following Cost Allocation Guidelines to govern the allocation of costs between the Utility and its Affiliates. The OUC retains all of its rights and authority to dispute the reasonableness of and/or recovery of all Utility costs, including those to which these Cost Allocation Guidelines may be applicable. Mere allocation of costs under these guidelines does not predetermine the reasonableness of rate recovery of such costs. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUC and Utility may through negotiation and agreement, jointly petition the IURC for modifications to these Cost Allocation Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUC or Utility desires changes to these Cost Allocation Guidelines and is unable to obtain agreement from other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Cost Allocation Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Cost Allocation Guidelines on its own motion, after notice and hearing.

These Cost Allocation Guidelines should be read in conjunction with the "Affiliate Guidelines" developed by the OUC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

The following Cost Allocation Guidelines govern the allocation of costs associated with "shared corporate support and administrative services" which have been defined in the Definition section of the Affiliate Guidelines and which may be shared with other companies/affiliates within the Vectren organization. By their nature, these costs are associated with functions and operations that are shared and not separate. The allocation methods should apply to those Utility Affiliates who share corporate support and administrative functions in order to prevent subsidization from the regulated Utility and ensure equitable cost sharing among the regulated Utility and its Affiliates. The pricing of "shared corporate support and administrative services" to the Utility shall be based on cost and be in accordance with these Cost Allocation Guidelines.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **DEFINITIONS**

See the definitions section of the Affiliate Guidelines for the definitions of terms used in the Affiliate Guidelines.

### **GUIDELINES**

1. No Cross-Subsidies. The Utility shall not subsidize Affiliates or non-regulated activities.
2. The Utility shall maintain and utilize an accounting system and records that identify and appropriately allocate costs between the Utility and its Affiliates.
3. The Utility's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. The Utility and all Affiliates that share corporate support and administrative services shall maintain documentation including organizational charts, accounting bulletins, procedure and work order manuals or other related documents, which describe how costs are allocated between regulated and non-regulated services or products.
5. Affiliates shall be charged an appropriate and reasonable allocation of all shared corporate support and administrative costs incurred on their behalf. These costs include, but are not limited to, those associated with shared facilities and other corporate overheads.
6. To the maximum extent practicable, shared corporate support and administrative costs should be accumulated and classified on a direct cost basis for each asset, service or product provided.
7. The shared corporate support and administrative costs that cannot be directly assigned per item (6) above, should to the maximum extent possible be allocated to the Utility and its Affiliates and to the service or products to which they relate using relevant allocators which best reflect or consider the cost causative characteristics of the product/service being provided.
8. Where allocation/assignment pursuant to (6) and (7) is not practical, general allocation factors shall be utilized to allocate all remaining costs between the Utility and its Affiliates and between service and product lines ultimately provided by the Utility and its Affiliates.
9. The allocation of capital costs between the Utility and its Affiliates (incurred in the provision of "shared corporate support administrative" services) shall be based on the following:
  - a. The cost of capital used for such allocations shall equal the Utility's weighted average cost of capital as last found by the Commission.
  - b. Depreciation shall be charged on a straight-line basis. Depreciation rates used for such allocations shall be consistent with the accepted useful life of the asset(s) and in accordance with generally accepted accounting principles and regulatory accounting requirements, as applicable.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

10. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
11. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as is reasonably necessary to ensure compliance with the Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
12. The cost assignment/allocation methodologies discussed herein are applicable to shared corporate support and administrative services. The Utility's procurement of all other goods, services, assets, and other resources shall be on competitive terms, consistent with the public interest and in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.

### **AUDIT REQUIREMENTS**

Each year an independent auditor appointed by the OUCC shall do an audit. OUCC staff members may assist the auditor. The purpose of the audit shall be to ensure that the Utility complies with these Cost Allocation Guidelines. Any violations of the Cost Allocation Guidelines shall be noted and explained in the auditor's report, a copy of which shall be provided to the Utility, the Commission and the OUCC. Vectren shall annually contribute up to \$50,000 toward the auditor's costs/fees.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

### **Customer Call Handling Process**

#### **Outline of Customer Call Handling Guidelines and Infrastructure**

In order to provide for the operation of an efficient, high quality call center operation that handles customer calls and information in a manner consistent with the terms of the Affiliate and Cost Allocation Guidelines, this outline has been developed. The intent is to describe the guidelines for customer call handling and the requirements for separation between staff handling calls about regulated services and staff handling calls about non-regulated services. The key components include:

- **Staffing**            A separate non-regulated service call handling staff including a separate exempt supervisory leader is required.
- **Separation**        Personnel devoted to handling calls related to regulated utility service will be physically separated from personnel handling non-regulated service calls through, at a minimum, the use of high height partitions and panels.
- **Data**                A data firewall will be created to require customer permission before non-utility related staff can access utility customer records. Acquisition of utility customer usage and billing history data will be with customer permission and consistent with Specific Affiliate Guidelines 9 and 10.
- **Costs**                Call center costs will be allocated per the Cost Allocation Guidelines. Any charges made to providers of non-regulated services will be reasonable and non-discriminatory.
- **Process**             Attached are summary call handling flowcharts and a script which have been developed to more specifically describe the process to be used in the event that the utility offers an energy choice program to its residential and small commercial customers in the future.
- **Monitoring**        The IURC and OUCC will be able to monitor compliance with the Guidelines through the provision of access to customer calls. The IURC and OUCC (or their agents) will also be able to make on site visits and inspections of call center facilities.

# **AFFILIATE AND COST ALLOCATION GUIDELINES**

## **Call Handling Script -- For Inquiries Regarding Non-Regulated Energy Services**

Mr./Ms. Customer,

I am very sorry but I can't directly handle this for you, but I can get you in touch with somebody who can.

I can give you a telephone number from which you can get more information about the providers of these services, including our affiliate \_\_\_\_\_. This telephone number is: *(give telephone number)*. If you have access to the web you can get this information on the web site. The web site address is: *(give web address)*.

[If you prefer, I can transfer your call now to one of these service providers. *(see note)*

By the way, the providers may want to review your customer records. Do we have your consent to release this information at their request?

*Note: The paragraph references call transfers and will only be part of the script if Vectren can offer the call transferring.*