

**SOUTHERN INDIANA GAS AND ELECTRIC COMPANY  
D/B/A  
CENTERPOINT ENERGY INDIANA SOUTH  
(CEI SOUTH)**

**TARIFF FOR GAS SERVICE**

**I.U.R.C. No. G-12**

**ISSUED PURSUANT TO ORDER OF THE  
INDIANA UTILITY REGULATORY COMMISSION  
IN CAUSE NO. 45447,  
EFFECTIVE OCTOBER 7, 2021.**

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## **LOCATIONS SERVED**

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

Alford	Haubstadt	Rockport
Algiers	Hazleton	Sandborn
Bicknell	Inglefield	Somerville
Blairsville	Kasson	Spurgeon
Boonville	Loogootee	St. James
Bruceville	Lynnville	St. Joseph
Buckskin	Mackey	St. Phillips
Cannelburg	McCutchanville	St. Wendel
Chandler	Midway	Stendal
Chrisney	Monroe City	Stevenson Station
Cynthiana	Montgomery	Stewartsville
Darmstadt	Mt. Vernon	Tennyson
Daylight	New Harmony	Upton
Dayville	Newburgh	Velpen
Decker	Oakland City	Vincennes
Earle	Oaktown	Wadesville
Edwardsport	Otwell	Warrenton
Elberfeld	Owensville	Washington
Evansville	Paradise	Westphalia
Francisco	Patoka	Wheatland
Freelandville	Petersburg	Winslow
Ft. Branch	Poseyville	Yankeetown
Griffin	Princeton	
Hatfield	Richland City	

## **LOCATIONS SERVED**

### **Locations Served by County**

#### **Daviess**

Cannelburg  
Montgomery  
Washington

#### **Gibson**

Buckskin  
Francisco  
Ft. Branch  
Haubstadt  
Hazleton  
Mackey  
Oakland City  
Owensville  
Patoka  
Princeton  
Somerville  
St James  
Warrenton

#### **Knox**

Bicknell  
Bruceville  
Decker  
Edwardsport  
Freelandville  
Monroe City  
Oaktown  
Sandborn  
Vincennes  
Westphalia  
Wheatland

#### **Martin**

Loogootee

#### **Pike**

Alford  
Algiers  
Ottwell  
Petersburg  
Spurgeon  
Stendel  
Velpen  
Winslow

#### **Posey**

Blairsville  
Cynthiana  
Griffin  
Mt. Vernon  
New Harmony  
Poseyville  
St. Phillips  
St. Wendel  
Stewartsville  
Upton  
Wadesville

#### **Spencer**

Chrisney  
Hatfield  
Midway  
Richland City  
Rockport

#### **Vanderburgh**

Darmstadt  
Daylight  
Earle  
Evansville  
Inglefield  
Kasson  
McCutchanville  
St. Joseph

#### **Warrick**

Boonville  
Chandler  
Dayville  
Elberfeld  
Lynnville  
Newburgh  
Paradise  
Stevenson Station  
Tennyson  
Yankeetown

## **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:**

<b>Btu</b>	– British Thermal Unit
<b>Ccf</b>	– Hundred Cubic Feet
<b>Cf</b>	– Cubic Foot
<b>Cfh</b>	– Cubic Feet per Hour
<b>Dth</b>	– Ten therms or One Dekatherm
<b>FERC</b>	– Federal Energy Regulatory Commission
<b>GCA</b>	– Gas Cost Adjustment
<b>IURC</b>	– Indiana Utility Regulatory Commission
<b>Mcf</b>	– Thousand Cubic Feet
<b>OUC</b>	– Indiana Office of Utility Consumer Counselor
<b>PSIG</b>	– Pounds per Square Inch Gauge

**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 twelve consecutive billing months when actual usage information is not available.

**Bill** – An itemized list or statement of fees and charges for Gas Service, Contract Services, or other services provided by Company. 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 therm usage for billing purposes.

**Bypass** – A direct or indirect interconnection of Customer's Premises with another supplier of gas service resulting in the displacement of 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/Government 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.

**Compressed Natural Gas (CNG) Service** – Gas Service for the express and limited purpose of fueling a vehicle.

## **DEFINITIONS**

**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.

**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** – Southern Indiana Gas and Electric Company d/b/a CenterPoint Energy Indiana South (CEI South).

**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 School/Government Suppliers, Non-Pooling Transportation Customers, or Pool Operators on pipeline's EBB indicating the quantity of gas being delivered to Company's city gate.

**Daily Transportation Nomination** – Nomination made by School/Government 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/Government Supplier must deliver to Company's city gates, as specified by Company, to meet the Expected Demand of School/Government 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.



## **DEFINITIONS**

**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/Government 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.

**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.

**Government Entity** – any non-Residential Customer who is an agency or entity of Federal, State, County, or Local Government.

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

**Group 2** – Company's designation for a Customer served by a meter with a rated capacity of greater than 450 Cfh and less than 5,000 Cfh.

**Group 3** – Company's designation for a Customer served by a meter with a rated capacity of 5,000 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° Fahrenheit.

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

**Interruptible Service** – Gas Sales Service subject to Curtailment and requiring Customer to maintain Alternative 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-Gas Cost Revenue** – Revenue received by Company from Customer excluding all costs recovered through the Gas Cost Adjustment.

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

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

## **DEFINITIONS**

**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.

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

**Pool Operator** – A marketer, supplier, or Transportation Customer(s) that provides gas supply management for a Pool.

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

**Pooling Agreement** – An agreement between Company and Pool Operator that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 180 – Pooling Service.

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

**School/Government Pooling Agreement** – An agreement between Company and School/Government Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 185 – School/Government Pooling Service.

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

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

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

## **DEFINITIONS**

**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.

**Storage Service** – Gas Service involving the on-system storage and redelivery by Company to Customer of Customer-Delivered gas.

**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/Government 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 110**

### **RESIDENTIAL SALES SERVICE**

#### **AVAILABILITY**

This Rate Schedule shall be available throughout the 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 Gas Service under this Rate Schedule shall be:

##### **Customer Facilities Charge:**

\$16.26

##### **Distribution Charge:**

First 50 therms @ \$0.5974 per therm

Over 50 therms @ \$0.4801 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 (Suspended)
- Appendix I – Energy Efficiency Rider
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit 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 rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.

## **RATE 120**

### **GENERAL SALES SERVICE**

#### **AVAILABILITY**

This Rate Schedule shall be available throughout the 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 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 under this Rate Schedule 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 under this Rate Schedule shall be:

##### **Customer Facilities Charge:**

Group 1: \$31.53  
Group 2: \$62.08  
Group 3: \$123.17

##### **Distribution Charge:**

First 500 Therms @ \$0.3383 per therm  
Over 500 therms @ \$0.2486 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 (Suspended)
- Appendix I – Energy Efficiency Rider
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit 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.

## **RATE 120 GENERAL** **SALES SERVICE**

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

## **RATE 125**

### **SCHOOL/GOVERNMENT 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

- 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 or Government Entity, 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: \$31.53
- Group 2: \$62.08
- Group 3: \$123.17

##### **Distribution Charge:**

- First 500 therms @ \$0.3383 per therm
- Over 500 therms @ \$0.2486 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 (Suspended)
- Appendix I – Energy Efficiency Rider
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit 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 125**

### **SCHOOL/GOVERNMENT 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 \$9.85 per meter per switch for switching School/Government 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/GOVERNMENT TRANSPORTATION PROVISIONS**

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

- (1) A School/Government Transportation Service Customer must become a member of a Pool pursuant to the provisions of Rate 185, School/Government Pooling Service. School/Government Supplier will be responsible for managing the Pool's gas supply. Customer shall enter into a School/Government Transportation Agreement with Company that designates its selected School/Government Supplier from a list of approved School/Government Suppliers that have signed School/Government Pooling Agreements with Company. Such elections will carry over from month to month unless Customer and School/Government 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/Government Transportation Service, unless otherwise agreed to in advance by Company. School/Government Transportation Service will be effective as of Customer's next read date.
- (3) In the event of default of the School/Government Supplier, Customer shall be returned to Sales Service or may designate another School/Government Supplier. Customer shall be liable for its portion of applicable charges owed by defaulting School/Government Suppliers, as determined by Company after review of all available facts and circumstances including documented deliveries and consumption.



**RATE 125**  
**SCHOOL/GOVERNMENT TRANSPORTATION SERVICE**

- (4) To compensate for unaccounted for gas, the quantity of gas available to School/Government Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) A Customer that has voluntarily returned from School/Government Transportation Service to Sales Service must remain on Sales Service for not less than one year before returning to School/Government Transportation Service, unless expressly authorized by Company.
- (6) An Educational Institution or a Government Entity must be a registered user of centerpointenergy.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 129**  
**NATURAL GAS VEHICLE SERVICE**  
**(SUSPENDED)**

**AVAILABILITY**

This Rate Schedule shall be available throughout the 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 Customer that elects to receive Gas Service from a Company-owned NGV Service facility.

**CHARACTER OF SERVICE**

Gas Service provided hereunder from a Company-owned NGV Service facility shall be for the express and limited purpose of fueling a Customer's vehicle.

**RATES AND CHARGES**

**Maximum Distribution Charge:**

\$0.0000 per therm

**Distribution Charge:**

\$0.0000 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 (Suspended)
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit Rider

**Taxes:**

Customer shall be responsible for and shall reimburse Company for all local, state and federal taxes incurred by Company for providing NGV Service. Such taxes are in addition to the Distribution Charge stated above.

**Competitive Flexibility:**

The Distribution Charge in effect from time to time may be lower than the Maximum Distribution Charge set forth above. The decision to assess a lower Distribution Charge will be made periodically by Company based upon its analysis of regional CNG market prices.

**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 145** **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 25,000 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. 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:**

\$123.17

**Distribution Charge:**

First 2,500 therms @ \$0.2091 per therm

Over 2,500 therms @ \$0.1939 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 (Suspended)
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit Rider

**Telemetry Charge:** Any new Customers as of October 7, 2021 served hereunder who use between 25,000 therms and 50,000 therms annually will be subject to a monthly telemetry charge of \$2.96 per month.

**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.

**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 145**

### **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.

A Customer that returns to Rate 120 General Sales Service from this Rate Schedule must remain on Sales Service for not less than twelve months before returning to Transportation Service unless expressly authorized by Company.

#### **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.

#### **GAS TRANSPORTATION PROVISIONS**

The following Gas Transportation Provisions are applicable to Customers entering into Transportation Service contracts:

- (1) Transportation Customers shall be subject to the Nomination and Balancing Provisions in Appendix E, except as provided in paragraph (2) of this section.
- (2) Transportation Customers may become members of a Pool pursuant to the provisions of Rate 180, Pooling Service. If Customer designates a Pool Operator to be responsible for managing its gas supply, the nomination and balancing provisions pursuant to Appendix E shall not apply to Customer; rather, they shall apply to the Pool Operator. For purposes of calculating daily and monthly imbalances, the daily and monthly usages of all Customers within the Operator's Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's daily or monthly deliveries to its Pool. All nomination and balancing charges, including Cashout charges, penalties, and like charges shall be billed to the Pool Operator. Customer shall remain individually responsible for interrupting or curtailing deliveries or usage or matching deliveries with usage, when ordered to do so by Company pursuant to this Tariff for Gas Service. In the event of default of the Pool Operator, Customer shall remain liable for its portion of applicable charges, as determined by the Company after review of all available facts and circumstances including documented deliveries and consumption. A Transportation Customer that has returned to Non-Pooling Transportation Service from Pooling Service may not return to Pooling Service for a period of two months unless expressly authorized by Company.

## **RATE 145**

### **GENERAL TRANSPORTATION SERVICE**

- (3) For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best effort basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas.
- (6) 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 160**

### **LARGE VOLUME TRANSPORTATION SERVICE**

#### **AVAILABILITY**

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

#### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer whose Annual Usage is equal to or greater than 500,000 therms and less than 10,000,000 therms or whose Maximum Daily Usage is equal to or greater than 15,000 therms.

#### **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 under this Rate Schedule shall be:

##### **Customer Facilities Charge:**

\$788.27

##### **Distribution Charge:**

First 50,000 therms @ \$0.1187 per therm  
Next 200,000 therms @ \$0.1018 per therm  
Over 250,000 therms @ \$0.0859 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 (Suspended)
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit 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.

##### **Related Charges:**

Customer shall reimburse Company for all charges incurred in connection with interstate pipeline transportation of Customer-Delivered Gas including any gas costs, penalty charges, or Cashouts.

## **RATE 160**

### **LARGE VOLUME TRANSPORTATION SERVICE**

#### **CONTRACT**

Customer shall enter into a written contract that 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.

#### **GAS TRANSPORTATION PROVISIONS**

The following Gas Transportation Provisions are applicable to Customers entering into Transportation Service contracts:

- (1) Transportation Customers shall be subject to the Nomination and Balancing Provisions in Appendix E, except as provided in paragraph (2) of this section.
- (2) Transportation Customers may become members of a Pool pursuant to the provisions of Rate 180, Pooling Service. If Customer designates a Pool Operator to be responsible for managing its gas supply, the nomination and balancing provisions pursuant to Appendix E shall not apply to Customer; rather, they shall apply to the Pool Operator. For purposes of calculating daily and monthly imbalances, the daily and monthly usages of all Customers within the Operator's Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's daily or monthly deliveries to its Pool. All nomination and balancing charges, including Cashout charges, penalties, and like charges shall be billed to the Pool Operator. Customer shall remain individually responsible for interrupting or curtailing deliveries or usage or matching deliveries with usage, when ordered to do so by Company pursuant to this Tariff for Gas Service. In the event of default of the Pool Operator, Customer shall remain liable for its portion of applicable charges, as determined by the Company after review of all available facts and circumstances including documented deliveries and consumption. A Transportation Customer that has returned to Non-Pooling Transportation Service from Pooling Service may not return to Pooling Service for a period of two months unless expressly authorized by Company.
- (3) For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best effort basis and even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

Effective: October 7, 2021

## **RATE 160**

### **LARGE VOLUME TRANSPORTATION SERVICE**

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas.
- (6) 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 rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.



## **RATE 170**

### **CONTRACT TRANSPORTATION 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 in the Company's reasonable discretion.

#### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer whose Annual Usage equals or exceeds 10,000,000 therms.

#### **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 under this Rate Schedule shall be:

**Customer Facilities Charge:**

\$1,576.53

**Distribution Charge:**

First 1,750,000 therms @ \$0.0293 per therm

Next 1,750,000 therms @ \$0.0154 per therm

Over 3,500,000 therms @ \$0.0067 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 (Suspended)
- Appendix K – Compliance and System Improvement Adjustment
- Appendix L – Tax Savings Credit Rider

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

**Related Charges:**

Customer shall reimburse Company for all charges incurred in connection with interstate pipeline transportation of Customer-Delivered Gas including any gas costs, penalty charges, or Cashouts.

**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.

## **RATE 170**

### **CONTRACT TRANSPORTATION SERVICE**

#### **GAS TRANSPORTATION PROVISIONS**

The following Gas Transportation Provisions are applicable to Customers entering into Transportation Service Contracts:

- (1) Transportation Customers shall be subject to the Nomination and Balancing Provisions in Appendix E, except as provided in paragraph (2) of this section.
- (2) Transportation Customers may become members of a Pool pursuant to the provisions of Rate 180, Pooling Service. If Customer designates a Pool Operator to be responsible for managing its gas supply, the nomination and balancing provisions pursuant to Appendix E shall not apply to Customer; rather, they shall apply to the Pool Operator. For purposes of calculating daily and monthly imbalances, the daily and monthly usages of all Customers within the Operator's Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's daily or monthly deliveries to its Pool. All nomination and balancing charges, including Cashout charges, penalties, and like charges shall be billed to the Pool Operator. Customers shall remain individually responsible for interrupting or curtailing deliveries or usage or matching deliveries with usage when ordered to do so by the Company pursuant to this tariff for Gas Service. In the event of default of the Pool Operator, Customer shall remain liable for its portion of applicable charges, as determined by the Company after review of all available facts including documented deliveries and consumption. A Transportation Customer that has returned to individual Transportation Service from Pooling Service may not return to Pooling Service for a period of two months unless expressly authorized by Company.
- (3) For purposes of permitting daily meter reading, Company shall, where available, install, provide, and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best effort basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered into the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas.

## **RATE 170**

### **CONTRACT TRANSPORTATION SERVICE**

#### **TERMS AND RENDERED CONDITIONS**

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

## **RATE 180** **POOLING SERVICE**

### **APPLICABILITY**

Pooling Service is an optional service applicable to any Pool Operator and any Transportation Customer under Rates 145, 160, or 170 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 operational 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 145, 160, or 170.

Imbalance trading provided for 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:** \$49.27 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 \$98.53 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 180** **POOLING SERVICE**

**Related Charges:** Pool Operator shall reimburse Company for all charges incurred in connection with interstate pipeline transportation of Pool Operator-Delivered Gas 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 \$24.63 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 the 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 the 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 145, 160, or 170 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with the 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 the 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 at 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 at a price equal to the average of the previous six-months' Monthly Average Index Charges (as defined in Appendix E).

## **RATE 180** **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 the 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.

**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 the 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 the 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 the 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 the 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 the 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 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 the Company. In order to pass the 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 audited financial statements and credit ratings, Pool Customers' payment histories, and other related financial information that has been independently audited, if available. The Company shall determine creditworthiness based on the above criteria and will not deny a Pool Operator's participation in the Pooling Service without reasonable cause.

## **RATE 180**

### **POOLING SERVICE**

The 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 the Company if the 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 the Pool Operator may be removed from further participation in the Pooling Service.

**Unaccounted For Gas Percentage:**

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

**Nomination and Balancing Procedures:**

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

**Curtailment Provisions:**

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

**Required Regulatory Approvals:**

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

**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 at 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 Pool Operator has an ending over-delivery quantity, Company shall pay Pool Operator for each Dekatherm of over-delivery quantity at a price equal to the average of the previous six months' Monthly Average Index Charges (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 185**

### **SCHOOL/GOVERNMENT POOLING SERVICE**

#### **APPLICABILITY**

School/Government Pooling Service is an optional service applicable to any School/Government 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/Government Pooling Service for Rate 125, School/Government Transportation Service Customers.

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

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

School/Government 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/Government Supplier to trade imbalances to minimize otherwise applicable imbalance charges.

#### **SUMMARY OF CHARGES**

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

**Financial Evaluation Fee:** \$49.27 for the initial and each subsequent School/Government Supplier financial evaluation performed by Company.

**Administrative Fee:** School/Government Supplier shall be assessed a monthly Administrative Fee of \$98.53 for each Pool.

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

**Nomination Error Charge:** School/Government Supplier shall pay a Nomination Error Charge of \$0.49 per Dekatherm on the quantity difference between School/Government Supplier's Daily Transportation Nomination and the confirmed deliveries under School/Government Supplier's Daily Pipeline Nomination for each day such difference occurs.



## **RATE 185**

### **SCHOOL/GOVERNMENT POOLING SERVICE**

**DDQ Non-Compliance Charge:** \$0.99 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.

**City Gate Allocation Non-Compliance Charge:** \$0.99 per Dth on the quantity difference if School/Government Supplier's Daily Pipeline Nomination is less than the minimum or greater than the maximum city gate allocation requirements.

**OFO Non-Compliance Charge:** \$9.85 per Dth applied to the difference between School/Government Supplier's DDQ and actual deliveries if School/Government 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/Government Supplier shall reimburse Company for all charges incurred by Company in connection with interstate pipeline transportation of School/Government Supplier-Delivered Gas including any gas costs, penalty charges, or Cashouts.

**Late Payment Charge:** Payment by School/Government 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/Government Supplier's Bill. If School/Government 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/Government Supplier returned by any bank due to insufficient funds, School/Government 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/GOVERNMENT SUPPLIER PARTICIPATION**

School/Government Supplier shall comply with the following provisions:

**Contract:**

School/Government Supplier must enter into a written School/Government Pooling Agreement with Company. Such School/Government Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and School/Government Supplier under this Rate Schedule on behalf of the School/Government Supplier's Pool Customers. The School/Government 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.

School/Government 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 185**

### **SCHOOL/GOVERNMENT POOLING SERVICE**

**Creditworthiness Standards and Requirements:**

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

School/Government Supplier must complete and sign the Company's School/Government Supplier Registration Form and Credit Application to be considered for participation in the School/Government Pooling Service. A School/Government Supplier desiring to participate in the School/Government 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/Government Supplier's creditworthiness.

These standards will take into consideration the scope of the operations of each School/Government Supplier and the level of risk to Company. In order to pass Company's financial evaluation, School/Government 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 audited financial statements and credit ratings, Pool Customers' payment histories, and other related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria and will not deny School/Government Supplier's participation in the School/Government Pooling Service without reasonable cause.

Company reserves the right to conduct a financial re-evaluation of School/Government Supplier from time to time. Such re-evaluation may be initiated either by a request from School/Government Supplier, or by Company if Company reasonably believes that the creditworthiness of School/Government 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/Government Supplier's level of participation may be increased or decreased, additional security may be required, or School/Government Supplier may be removed from further participation in School/Government Pooling Service.

**School/Government Supplier Code of Conduct:**

Each School/Government Supplier participating in School/Government Pooling Service shall:

1. Communicate to Customers, in clear, understandable terms, Customers' rights and responsibilities. This communication shall include: 1) School/Government 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 185**

### **SCHOOL/GOVERNMENT 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/Government Supplier's Pool Customers in accordance with the requirements of Rate 185 and the School/Government Pooling Agreement.
5. Establish and maintain a creditworthy financial position to enable School/Government Supplier to indemnify Company for costs incurred as a result of any failure by School/Government 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/Government 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/Government Supplier Code of Conduct, subject to consequences set forth in the Consequences of School/Government Supplier's Failure to Perform or Comply section of the following Terms and Conditions.

#### **Required Regulatory Approvals:**

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

### **TERMS AND CONDITIONS**

#### **Unaccounted for Percentage:**

School/Government Supplier shall compensate Company for unaccounted for gas. The quantity of gas available to School/Government 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 an Unaccounted For Gas Percentage as set forth in Appendix F.

#### **Nomination and Balancing Procedures:**

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

## **RATE 185**

### **SCHOOL/GOVERNMENT POOLING SERVICE**

**Company Demand Forecast:**

Company shall forecast each School/Government Pool's Expected Demand based upon forecasted weather, the number of Customers in the Pool, and the historic usage characteristics of the Pool Customers.

**Curtailment Provisions:**

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

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

If School/Government Supplier fails to deliver gas in accordance with the requirement of the School/Government 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/Government Supplier's further participation for the applicable Pool.

If School/Government Supplier is suspended or expelled from the School/Government 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/Government Supplier's Pool. Any termination or cancellation of the School/Government Pooling Agreement relative to some or all of the School/Government 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/Government Pooling Agreement.

**School/Government Supplier Operator Withdrawal or Termination:**

If School/Government Supplier in total or for a specific Pool is restricted from further participation in the School/Government Pooling Service or elects to withdraw from the School/Government Pooling Service, Company shall have the right to recall all pipeline capacity then assigned to School/Government 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/Government Supplier utilizes for delivery to Company's city-gate.

School/Government 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/Government 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.

## **RATE 190** **STORAGE SERVICE**

### **AVAILABILITY**

This Rate Schedule shall be available throughout the Company's Service Area, subject to the availability of storage capacity which determination shall be in the Company's reasonable discretion.

### **APPLICABILITY**

This Rate Schedule is applicable to Transportation Customers electing service hereunder.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Storage Service.

### **RATES AND CHARGES**

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

**Capacity Charge:** The Capacity Charge each month shall be \$1.1231 per Dekatherm multiplied by the Maximum Daily Quantity.

**Inventory Charge:**

The Inventory Charge shall be \$0.0102 per Dekatherm multiplied by the average inventory balance of gas that Company has held for Customer's account during the month. The average inventory balance shall be the average of the Dekatherms of gas held for the Customer's account during each day of the month.

**Injection Retention:**

Company shall retain 0.8% of the Dekatherms of gas designated by Customer during the month for injection into Company's storage facilities for Customer's account.

**Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the sum of the Inventory Charge and the Capacity Charge.

**Other Charges:**

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

### **CONTRACT**

Prior to initiation of Storage Service, a written contract shall be executed between Company and Customer. The contract shall specify Customer's Maximum Daily Quantity in Dekatherms. The contract shall have a minimum 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.

## **RATE 190** **STORAGE SERVICE**

### **GAS STORAGE PROVISIONS**

The maximum quantity of gas Customer may maintain in storage, without prior approval of the Company, shall be thirty (30) days times the Maximum Daily Quantity.

Company shall exercise its best efforts to inject gas into storage upon request by Customer. Customer shall notify Company not less than 24 hours in advance of the quantity of gas it elects to have Company inject into storage for its account. The quantity to be injected in any day may not exceed the Maximum Daily Quantity without prior approval from Company. Company shall not be liable for any inability to inject gas in its facilities as requested by Customer.

Customer may request withdrawals from storage for any day. However, in any day such withdrawal shall not exceed, without specific prior approval by Company, the Maximum Daily Quantity specified by contract with Company. Company shall not be liable for any inability to withdraw gas from its facilities as requested by Customer.

### **TERMS AND CONDITIONS**

- (1) Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions and the Commission's Regulations.
- (2) In no event shall Company be obligated to incur any costs for additional facilities necessary to provide Storage Service under this Rate Schedule. Nonetheless, in the event Company elects to incur such costs, the costs of any additional facilities, including but not limited to any necessary telemetering equipment, that in Company's sole judgment are required or must be incurred by Company to provide Storage Service, shall be the sole responsibility of Customer, and shall be payable in full prior to the initiation of Gas Service. In addition, such costs shall include all applicable taxes.

## **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 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. Pipeline Take or Pay Charges and Transition Costs, and any like charges.
6. Applicable taxes.
7. All other costs approved for Gas Cost Adjustment recovery by the Commission.

### **GCA CHARGES – Dollars per Therm**

<u>Rate Schedule</u>	<u>Service</u>	<u>Applicable GCAs</u>		
		<u>Actual</u> <u>(\$ per Therm)</u> <u>Nov. 2025</u>	<u>Actual</u> <u>(\$ per Therm)</u> <u>Dec. 2025</u>	<u>Estimated</u> <u>(\$ per Therm)</u> <u>Jan. 2026</u>
110	Sales	\$0.4414	\$0.4614	\$0.4904
120	Sales	\$0.4414	\$0.4614	\$0.4904
125	Transportation	\$0.0000	\$0.0000	\$0.0000
129	Sales (1)	\$0.0000	\$0.0000	\$0.0000
145	Transportation	\$0.0000	\$0.0000	\$0.0000
160	Transportation	\$0.0000	\$0.0000	\$0.0000
170	Transportation	\$0.0000	\$0.0000	\$0.0000

(1) Rate 129 Suspended Effective January 1, 2025

## **APPENDIX B**

### **NORMAL TEMPERATURE ADJUSTMENT**

The billed amount for each Rate 110, 120, and 125 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 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 the Company's website.

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

### **NORMAL DEGREE DAYS (NDD)**

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

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

### **NORMAL DEGREE DAYS (NDD)**

#### **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	26	Jan 25	32	Mar 17	18	May 8	4
Jul 2	0	Aug 23	0	Oct 14	8	Dec 5	27	Jan 26	32	Mar 18	18	May 9	4
Jul 3	0	Aug 24	0	Oct 15	8	Dec 6	27	Jan 27	32	Mar 19	18	May 10	3
Jul 4	0	Aug 25	0	Oct 16	8	Dec 7	27	Jan 28	32	Mar 20	17	May 11	3
Jul 5	0	Aug 26	0	Oct 17	8	Dec 8	28	Jan 29	32	Mar 21	17	May 12	3
Jul 6	0	Aug 27	0	Oct 18	9	Dec 9	28	Jan 30	32	Mar 22	17	May 13	3
Jul 7	0	Aug 28	0	Oct 19	9	Dec 10	28	Jan 31	32	Mar 23	16	May 14	3
Jul 8	0	Aug 29	0	Oct 20	9	Dec 11	29	Feb 1	32	Mar 24	16	May 15	3
Jul 9	0	Aug 30	0	Oct 21	9	Dec 12	29	Feb 2	31	Mar 25	16	May 16	3
Jul 10	0	Aug 31	0	Oct 22	10	Dec 13	29	Feb 3	31	Mar 26	15	May 17	2
Jul 11	0	Sep 1	0	Oct 23	10	Dec 14	29	Feb 4	31	Mar 27	15	May 18	2
Jul 12	0	Sep 2	0	Oct 24	10	Dec 15	30	Feb 5	31	Mar 28	15	May 19	2
Jul 13	0	Sep 3	0	Oct 25	11	Dec 16	30	Feb 6	31	Mar 29	15	May 20	2
Jul 14	0	Sep 4	0	Oct 26	11	Dec 17	30	Feb 7	31	Mar 30	14	May 21	2
Jul 15	0	Sep 5	0	Oct 27	11	Dec 18	30	Feb 8	30	Mar 31	14	May 22	2
Jul 16	0	Sep 6	0	Oct 28	11	Dec 19	30	Feb 9	30	Apr 1	14	May 23	2
Jul 17	0	Sep 7	0	Oct 29	12	Dec 20	31	Feb 10	30	Apr 2	13	May 24	2
Jul 18	0	Sep 8	0	Oct 30	12	Dec 21	31	Feb 11	30	Apr 3	13	May 25	1
Jul 19	0	Sep 9	0	Oct 31	12	Dec 22	31	Feb 12	29	Apr 4	13	May 26	1
Jul 20	0	Sep 10	0	Nov 1	13	Dec 23	31	Feb 13	29	Apr 5	12	May 27	1
Jul 21	0	Sep 11	1	Nov 2	13	Dec 24	31	Feb 14	29	Apr 6	12	May 28	1
Jul 22	0	Sep 12	1	Nov 3	13	Dec 25	31	Feb 15	28	Apr 7	12	May 29	1
Jul 23	0	Sep 13	1	Nov 4	14	Dec 26	32	Feb 16	28	Apr 8	12	May 30	1
Jul 24	0	Sep 14	1	Nov 5	14	Dec 27	32	Feb 17	28	Apr 9	11	May 31	1
Jul 25	0	Sep 15	1	Nov 6	15	Dec 28	32	Feb 18	28	Apr 10	11	Jun 1	1
Jul 26	0	Sep 16	1	Nov 7	15	Dec 29	32	Feb 19	27	Apr 11	11	Jun 2	1
Jul 27	0	Sep 17	1	Nov 8	15	Dec 30	32	Feb 20	27	Apr 12	10	Jun 3	1
Jul 28	0	Sep 18	2	Nov 9	16	Dec 31	32	Feb 21	27	Apr 13	10	Jun 4	0
Jul 29	0	Sep 19	2	Nov 10	16	Jan 1	32	Feb 22	26	Apr 14	10	Jun 5	0
Jul 30	0	Sep 20	2	Nov 11	17	Jan 2	32	Feb 23	26	Apr 15	9	Jun 6	0
Jul 31	0	Sep 21	2	Nov 12	17	Jan 3	32	Feb 24	26	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	3	Nov 14	18	Jan 5	32	Feb 26	25	Apr 18	9	Jun 9	0
Aug 3	0	Sep 24	3	Nov 15	18	Jan 6	33	Feb 27	25	Apr 19	8	Jun 10	0
Aug 4	0	Sep 25	3	Nov 16	19	Jan 7	33	Feb 28	24	Apr 20	8	Jun 11	0
Aug 5	0	Sep 26	3	Nov 17	19	Jan 8	33	Feb 29	24	Apr 21	8	Jun 12	0
Aug 6	0	Sep 27	4	Nov 18	20	Jan 9	33	Mar 1	24	Apr 22	7	Jun 13	0
Aug 7	0	Sep 28	4	Nov 19	20	Jan 10	33	Mar 2	23	Apr 23	7	Jun 14	0
Aug 8	0	Sep 29	4	Nov 20	21	Jan 11	33	Mar 3	23	Apr 24	7	Jun 15	0
Aug 9	0	Sep 30	4	Nov 21	21	Jan 12	33	Mar 4	23	Apr 25	6	Jun 16	0
Aug 10	0	Oct 1	5	Nov 22	21	Jan 13	33	Mar 5	22	Apr 26	6	Jun 17	0
Aug 11	0	Oct 2	5	Nov 23	22	Jan 14	33	Mar 6	22	Apr 27	6	Jun 18	0
Aug 12	0	Oct 3	5	Nov 24	22	Jan 15	33	Mar 7	22	Apr 28	6	Jun 19	0
Aug 13	0	Oct 4	5	Nov 25	23	Jan 16	33	Mar 8	21	Apr 29	5	Jun 20	0
Aug 14	0	Oct 5	6	Nov 26	23	Jan 17	33	Mar 9	21	Apr 30	5	Jun 21	0
Aug 15	0	Oct 6	6	Nov 27	24	Jan 18	33	Mar 10	21	May 1	5	Jun 22	0
Aug 16	0	Oct 7	6	Nov 28	24	Jan 19	33	Mar 11	20	May 2	5	Jun 23	0
Aug 17	0	Oct 8	6	Nov 29	24	Jan 20	33	Mar 12	20	May 3	4	Jun 24	0
Aug 18	0	Oct 9	7	Nov 30	25	Jan 21	33	Mar 13	20	May 4	4	Jun 25	0
Aug 19	0	Oct 10	7	Dec 1	25	Jan 22	33	Mar 14	19	May 5	4	Jun 26	0
Aug 20	0	Oct 11	7	Dec 2	26	Jan 23	33	Mar 15	19	May 6	4	Jun 27	0
Aug 21	0	Oct 12	7	Dec 3	26	Jan 24	32	Mar 16	19	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 \$54.19. 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 re-establishing Gas Service for the same Customer at the same Premises where Gas Service has been discontinued at the 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 after normal business hours at Customer's request, Customer shall be charged an After Hours Charge of \$44.34 in addition to any other applicable charges for each connection, reconnection or disconnection.

### **Returned Payment Charge:**

For each payment of Customer returned by any financial institution due to insufficient funds, Customer shall be charged \$24.63 to cover a part of the cost of processing such transaction.

### **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 Charge of \$4.93 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:**

When the Company detects fraudulent or unapproved use of gas, or the 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 the Company's General Terms and Conditions. A minimum charge of \$64.05 per occurrence shall apply.

### **Summary Billing Charge:**

Bills provided by Company summarizing charges for Educational Institutions and Government Entities who are registered users of centerpointenergy.com are subject to a \$44.34 charge.

## **APPENDIX D** **BASE COST OF GAS**

For informational purposes, the Base Cost of Gas determined in the general rate proceeding in Cause No. 45447, effective October 7, 2021 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.

<b><u>Base Cost of Gas</u></b> <b><u>(\$ per Therm)</u></b>				
<b><u>Rate Schedule</u></b>	<b><u>Service</u></b>	<b><u>Commodity</u></b>	<b><u>Demand</u></b>	<b><u>Total</u></b>
110	Sales	\$0.2987	\$0.0582	\$0.3569
120	Sales	\$0.2987	\$0.0582	\$0.3569
125	Transportation	\$0.0000	\$0.0000	\$0.0000
129	Sales (1)	\$0.0000	\$0.0000	\$0.0000
145	Transportation	\$0.0000	\$0.0000	\$0.0000
160	Transportation	\$0.0000	\$0.0000	\$0.0000
170	Transportation	\$0.0000	\$0.0000	\$0.0000

(1) Rate 129 Suspended

## **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 145, 160, and 170. Therefore, for purposes of this Appendix E only, the term "Pool Operator," "Pool Customer," and "Pool" when used in the provisions below shall also mean "non-Pooling Transportation Customer."

#### **NOMINATION PROVISIONS**

The Pool Operator shall be obligated to notify Company of the exact daily quantity of its nomination to the delivering pipeline of Pool Operator-Delivered gas to be delivered to Company at pipeline delivery points agreeable to Company (Daily Pipeline Nomination).

Company may require Pool Operator 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. Company may decline to accept Pool Operator's Daily Pipeline Nominations or deliveries that do not comply with these city-gate allocation percentage requirements.

Pool Operator must provide the notice specified above prior to each change in Pool Operator's Daily Pipeline Nomination by submitting to Company the nomination, via the Company's EBB, by no later than 1:00 p.m. Central Clock Time ("CCT") of the workday previous to the start date of the Daily Pipeline Nomination. Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Until Pool Operator submits the required nomination, Pool Operator's nominations of daily quantities shall be zero. The nomination shall include information as required in Company's EBB. Unless otherwise permitted by Company, the Nomination Period shall not exceed thirty-one days.

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

Pool Operator shall pay a Nomination Error Charge of \$0.49 per Dekatherm on the quantity difference between Pool Operator's Daily Transportation Nomination and the confirmed deliveries under Pool Operator's Daily Pipeline Nomination for each day such difference occurs.

Pool Operator shall be assessed a City-Gate Allocation Non-Compliance Charge of \$0.99 per Dekatherm on the quantity difference if the Pool Operator's Daily Transportation 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 the Pool Operator's Daily Transportation Nomination.

## **APPENDIX E**

### **NOMINATION AND BALANCING PROVISIONS**

#### **BALANCING PROVISIONS**

Pool Operator shall be obligated to balance its Pool Customers' total usage with the total deliveries of Pool Operator-Delivered Gas. An Imbalance Quantity shall exist when the Pool Operator's Pool's total usage is greater than or less than its total deliveries on a daily basis and/or a monthly basis. Amounts paid by Company to Pool Operator in cashing out Imbalance Quantities shall be eligible for recovery in the Gas Cost Adjustment. Amounts received by Company from Pool Operator 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;
- (2) Chicago City-Gates; or
- (3) ANR.

**Monthly Index Price:** The monthly index price per Dekatherm reported in Inside FERC's Gas Market Report, in the table "Prices of Spot Gas Delivered to Interstate Pipelines" for delivery to:

- (1) Texas Gas Transmission Corp., Zone SL;
- (2) Inside FERC's Gas Market Report, in the table "Market Center Spot Gas Prices", Upper Midwest, Chicago City-Gates; or
- (3) ANR.

**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**

Pool Operator shall be obligated to balance its Pool Customers' total usage ("Total Daily Usage") with the aggregated total daily deliveries of Pool Operator-Owned Gas by the pipeline, as adjusted to reflect Company's system line loss 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 Pool Operator's Total Daily Deliveries.

**Daily Under-Delivery Imbalance:** If Pool Operator's Total Daily Deliveries are less than its Pool Customers' Total Daily Usage, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. Daily Under-Delivery Imbalance Quantities up to and including 10% of Total Daily Usage shall be carried over to month-end; all quantities over 10% shall be Cashed out with the Company. Pool Operator shall pay Company for Daily Under-Delivery Gas Quantities greater than 10% of Total Daily Usage pursuant to the following:

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

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 Pool Operator's Total Daily Deliveries are greater than its Pool Customers' Total Daily Usage, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. Daily Over-Delivery Imbalance Quantities up to and including 10% of Total Daily Usage shall be carried over to month-end. If the Company or the pipeline would experience any operating difficulties as a result of Daily Over-Delivery Imbalance Quantity of Customer's gas exceeding 10% of Total Daily Usage, Company may decline to accept delivery of the excess quantities. If Company does receive the excess quantities, they shall be Cashed out with the Company. Company shall pay Pool Operator for such Daily Over-Delivery Imbalance Quantities greater than 10% of Total Daily Usage pursuant to the following:

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

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**

Pool Operator shall be obligated to balance its Pool Customers' total monthly usage ("Total Monthly Usage") with the actual monthly deliveries of Pool Operator-Delivered Gas by the pipeline, as adjusted to reflect (1) Company's unaccounted for gas 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 Pool Operator or Monthly Under-Delivery Imbalance Quantities made up by Pool Operator, (collectively, "Total Monthly Deliveries"). A Monthly Imbalance Quantity shall exist when the Total Monthly Usage is greater than or less than the Pool Operator's Total Monthly Deliveries.

**Monthly Under-Delivery Imbalance:** If the Total Monthly Deliveries for Pool Operator's account at the end of the month are less than its Pool Customers' Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 5% shall be Cashed out with the Company. Pool Operator shall pay Company for Monthly Under-Delivery Imbalance Quantities greater than 5% 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 Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
- (2) 1.2 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Monthly Usage; plus
- (3) 1.4 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 25% of Total Monthly Usage; plus
- (4) Applicable taxes.

**Monthly Over-Delivery Imbalance:** If the Total Monthly Deliveries for Pool Operator's account at the end of the month are greater than its Pool Customer's Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 5% shall be Cashed out with the Company. Company shall pay Pool Operator for Monthly Over-Delivery Imbalance Quantities greater than 5% 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 Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
- (2) 0.8 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Monthly Usage; plus
- (3) 0.6 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance that is greater than 25% of Total Monthly Usage.

## **APPENDIX E**

### **NOMINATION AND BALANCING PROVISIONS**

#### **OPERATIONAL FLOW ORDERS**

Pool Operator 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 Pool Operator shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

If Pool Operator's Daily Under-Delivery Imbalance Quantity is greater than 3% of Total Daily Usage, the shortfall quantities shall be Cashed-out with the Company. Pool Operator shall pay Company the following:

- (1) For each Dekatherm of Daily Under-Delivery Imbalance Quantities greater than three (3) percent of Total Daily Usage, the greater of the highest incremental 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 Pool Operator's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges on the OFO shortfall quantities; plus
- (3) An OFO Imbalance Charge of \$9.85 per Dekatherm on the portion of the Daily Under-Delivery Imbalance Quantity that is greater than three (3) percent of Total Daily Usage; plus
- (4) Applicable taxes.

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

If Pool Operator's Daily Over-Delivery Imbalance Quantity is greater than 3% of its 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 the Company. Company shall pay the Pool Operator for each Dekatherm of Daily Over-Delivery Imbalance Quantities greater than three (3) percent of Total Daily Usage, the lesser of the lowest incremental gas cost paid by Company on the date of non-compliance or the Daily Over-Delivery Charge. Pool Operator shall pay Company the following:

- (1) The payment of all charges incurred by Company and attributable to the Pool Operator's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities; and
- (2) An OFO Imbalance Charge of \$9.85 per Dekatherm on the portion of the Daily Over-Delivery Imbalance Quantity that is greater than three (3) percent of Total Daily Usage; plus
- (3) Applicable taxes.

## **APPENDIX E**

### **NOMINATION AND BALANCING PROVISIONS**

#### **IMBALANCE TRADING**

Pool Operator may trade daily and monthly imbalance quantities with other Pool Operators or Non-Pooling Transportation Customers 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 Pool Operator within ten (10) business days following the end of the month.
  - b. Pool Operator 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 Pool Operator 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. Pool Operator 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 \$9.85 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, Pool Operator(s) 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 parties themselves.
- (6) Trading of imbalances will not be permitted across operational 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 Pool Operator pursuant to this Appendix E, provided, however, that the waiver of such Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to the Company.

## **APPENDIX F**

### **UNACCOUNTED FOR GAS PERCENTAGE**

#### **APPLICABILITY**

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

#### **DESCRIPTION**

0.8 % of the quantities received by Company from Transportation Customer, School/Government 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 adjusted periodically by the Company, through updating of this Appendix, to reflect any changes in the 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, 43669, 44094, 44455 and 45405, 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>
110	\$0.0030
120	\$0.0011
125	\$0.0011
129 (2)	\$0.0000
145 (1)	\$0.0001
160 (1)	\$0.0001
170 (1)	\$0.0001

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

(2) Rate 129 Suspended

## **APPENDIX H**

### **PIPELINE SAFETY ADJUSTMENT**

### **(SUSPENDED)**

#### **APPLICABILITY**

The Pipeline Safety Adjustment ("PSA") shall be applicable to all Customers receiving Gas Service as set forth below.

#### **DESCRIPTION**

The PSA shall be the sum of the following two components as described below, for each applicable Rate Schedule:

- (1) Transmission Component
- (2) Distribution Component

##### **Transmission Component:**

The Transmission Component 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 incremental expenses related to mapping, training, assessment, testing, data collection and storage, verification audits, remediation, right-of-way clearing, public education programs, and all other incremental costs required to comply, including associated taxes.

The Annual Limit on actual pipeline safety expenses to be reconciled each calendar year is \$1,500,000.

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

The Transmission Component allocation percentage is based on the Rate Schedule margins approved by the Commission in Cause No. 43112.

<b><u>Rate Schedule</u></b>	<b><u>Transmission Component Allocation Percentage</u></b>
110	67.17%
120/125/129 <sup>2</sup> /145	21.92%
160	7.99%
170	2.92%

##### **Distribution Component:**

The Distribution Component shall recover Company's incremental Operation and Maintenance expenses related to Distribution Integrity Management Program ("DIMP") Implementation Expenses as required by the Pipeline and Hazardous Materials Safety Administration's ("PHMSA") DIMP Final Rule.

Recoveries of actual DIMP Implementation Expenses shall be capped at \$400,000 annually<sup>1</sup>.

## **APPENDIX H** **PIPELINE SAFETY ADJUSTMENT** **(SUSPENDED)**

(Continued)

The allocation percentage for DIMP Implementation Expenses is based on the distribution O&M allocator as presented in Company's cost of service study in Cause No. 43112.

<b><u>Rate Schedule</u></b>	<b><u>Distribution Component Allocation Percentage</u></b>
110	74.4205%
120/125/129 <sup>2</sup> /145	18.4988%
160	6.9504%
170	0.1303%

### **Reconciliation**

Company's actual, incremental Transmission and Distribution Component expenses shall be reconciled annually with actual recoveries under the PSA, with any difference being reflected as a charge or credit in a subsequent PSA.

### **PSA CHARGES**

The PSA 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>Transmission Component (\$ per Therm)</u></b>	<b><u>Distribution Component (\$ per Therm)</u></b>	<b><u>Total PSA Charge (\$ per Therm)</u></b>
110	\$0.0000	\$0.0000	\$0.0000
120/125/129 <sup>2</sup> /145	\$0.0000	\$0.0000	\$0.0000
160	\$0.0000	\$0.0000	\$0.0000
170	\$0.0000	\$0.0000	\$0.0000

- 
- 1 The Commission's order in Cause No. 44042 establishes the DIMP Implementation Expenses cap and provides for further review of such expenses in excess of that cap.
  - 2 Rate 129 Suspended

## **APPENDIX I**

### **ENERGY EFFICIENCY RIDER**

#### **APPLICABILITY**

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

- Rate 110 – Residential Sales Service
- Rate 120 – General Sales Service
- Rate 125 – School/Government Transportation Service

#### **DESCRIPTION**

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

- (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. Margin differences from Residential Customers eligible for recovery in the EER annually are capped at 4% of adjusted order granted margins attributable to Residential Customers (as approved in Cause No. 45447) applicable to the previous year. Any actual margin differences from Residential Customers in excess of the 4% SRC cap (up to \$1.5 million per year) will be deferred for future recovery either in a future EER filing, with the annual residential SRC amount still subject to the 4% cap, or in a future rate case.

The accumulated monthly margin differences to be included in the SRC, 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 a subsequent 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>(A) <u>Energy Efficiency Funding Component</u></b>	<b>(B) <u>Sales Reconciliation Component</u></b>	<b>(A) + (B) <u>Energy Efficiency Rider Rate</u></b>
110	\$0.01568	\$0.01720	\$0.03288
120/125	\$0.01568	\$0.01357	\$0.02925

All rates are given in \$/therm

## **APPENDIX J**

# **SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS**

### **APPLICABILITY**

The following Provisions shall apply to School/Government Suppliers under Rate 185.

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

By 10:00 a.m. Central Clock Time (CCT), Company will post on its EBB, School/Government 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/Government 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 1:00 p.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/GOVERNMENT NOMINATION AND BALANCING PROVISIONS**

### **BALANCING PROVISIONS**

School/Government Supplier shall be obligated to balance its forecasted DDQ with the total daily deliveries of School/Government Supplier-Delivered Gas. An Imbalance Quantity shall exist when the School/Government Supplier's DDQ is greater than or less than its total deliveries on a daily basis. Amounts paid by Company to School/Government Supplier in cashing out Imbalance Quantities shall be eligible for recovery in the Gas Cost Adjustment. Amounts received by Company from School/Government 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;
- (2) Chicago City-Gates; or
- (3) ANR.

**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/Government Supplier shall be obligated to balance its Pool DDQ with the aggregated total daily deliveries of School/Government Supplier-Owned Gas by the pipeline ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the School/Government 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/Government Supplier's Total Daily Deliveries are less than its DDQ, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. School/Government 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 \$0.99 per Dekatherm; plus
- (3) All other charges incurred by Company and attributable to School/Government 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.

## **APPENDIX J**

### **SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS**

If School/Government 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/Government Supplier for each Dth of Daily Over-Delivery Gas Quantities the Daily Over-Delivery Charge

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

- (1) the DDQ non-compliance charge of \$0.99 per Dekatherm; plus
- (2) All other charges incurred by Company and attributable to School/Government Supplier's Daily Over-Delivery Imbalance Quantity, including pipeline penalty charges; plus
- (3) Applicable taxes.

#### **OPERATIONAL FLOW ORDERS**

School/Government 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/Government Supplier shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

When School/Government Supplier has a Daily Under-Delivery Imbalance School/Government 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 \$9.85 per Dekatherm; plus
- (3) All other charges incurred by Company and attributable to School/Government 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/Government Supplier shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

When a School/Government Supplier has a Daily Over-Delivery Imbalance the Company shall pay School/Government 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/Government Supplier shall pay Company for Daily Over-Delivery Quantities pursuant to the following:

- (1) OFO Non-Compliance Charge of \$9.85 per Dekatherm; plus
- (2) All charges incurred by Company and attributable to the School/Government Supplier's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities; plus
- (3) Applicable taxes.

## **APPENDIX J**

### **SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS**

#### **IMBALANCE TRADING**

School/Government Supplier may trade daily imbalance quantities with other School/Government 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/Government Supplier.
  - b. School/Government 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/Government 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/Government 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 \$9.85 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/Government 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.

## **APPENDIX J**

# **SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS**

### **VOLUME RECONCILIATIONS**

#### **Annual Reconciliation:**

Company will identify imbalances on an annual basis for each School/Government 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/Government Supplier will eliminate any annual imbalances via either:

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

at the "Weighted Average Imbalance Price" calculated based on

- (1) School/Government 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 Transmission Corp., Zone SL;
  - (2) Upper Midwest, Chicago City-Gates; or
  - (3) ANR.

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

### **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/Government 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.

## **APPENDIX K**

### **COMPLIANCE AND SYSTEM IMPROVEMENT ADJUSTMENT**

#### **APPLICABILITY**

The Compliance and System Improvement Adjustment ("CSIA") shall be applicable to all Customers on the Rate Schedules set forth in the CSIA Charges section below.

#### **DESCRIPTION**

The CSIA shall include, as approved by the Commission:

- (1) In Cause No. 45612, recovery of costs incurred pursuant to Federally Mandated Projects ("Compliance") as provided for in Ind. Code Ch. 8-1-8.4; and
- (2) In Cause No. 45612, recovery of costs associated with Company's TDSIC Plan ("TDSIC") as provided for in Ind. Code Ch. 8-1-39 for the purposes of safety, reliability, system modernization, or economic development.

#### **Reconciliation**

Company's actual CSIA costs shall be reconciled semi-annually with actual CSIA recoveries, with any differences being reflected as a charge or credit in a subsequent CSIA.

#### **Allocation Percentages**

CSIA costs shall be allocated to the Rate Schedules based on percentages approved in Cause No. 45447.

<b><u>Rate Schedule</u></b>	<b><u>Compliance Allocation</u></b>	<b><u>TDSIC Allocation</u></b>
	<b><u>Percentage</u></b>	<b><u>Percentage</u></b>
110	65.5802%	65.3748%
120/125/129 <sup>1</sup>	19.1573%	23.7103%
145	4.2100%	3.0107%
160	6.5649%	4.6949%
170	4.4876%	3.2093%

#### **CSIA Charges**

The CSIA shall be applied to each customer or therm of metered gas usage as applicable. The current CSIA's by Rate Schedule are set forth below:

<b><u>Rate Schedule</u></b>	<b><u>\$ per Month</u></b>	<b><u>\$ per Therm</u></b>
110	\$0.00	\$0.1310
120/125/129 <sup>1</sup>		\$0.0693
145		\$0.0201
160		\$0.0211
170		\$0.0020

<sup>1</sup> Rate 129 Suspended

## **APPENDIX L**

### **TAX SAVINGS CREDIT RIDER**

#### **APPLICABILITY**

The Tax Savings Credit Rider ("TSCR") is applicable to any Customer served under the Rate Schedules identified below.

- Rate 110 – Residential Sales Service
- Rate 120 – General Sales Service
- Rate 125 – School/Government Transportation Service
- Rate 129 – Natural Gas Vehicle Service (Suspended)
- Rate 145 – General Transportation Service
- Rate 160 – Large Volume Transportation Service
- Rate 170 – Contract Transportation Service

#### **DESCRIPTION**

The Tax Savings Credit Rider will flow back the tax benefits including credits associated with the amortization of Excess Accumulated Deferred Income Tax ("EADIT Credits") liability resulting from the Tax Cuts and Jobs Act of 2017 in accordance with guidelines of Commission Orders, including Cause No. 45032-S21.

#### **Reconciliation**

Company's actual TSCR Credits shall be reconciled annually with actual TSCR recoveries, with any differences being reflected as a charge or credit in a subsequent TSCR.

#### **Allocation Percentages**

EADIT Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. 45447.

<b><u>Rate Schedule</u></b>	<b><u>EADIT Credit Allocation Percentage</u></b>
110	65.5802%
120/125/129 <sup>1</sup>	19.1573%
145	4.2100%
160	6.5649%
170	4.4876%

#### **TSCR Charges**

The TSCR shall be applied to each customer or therm of metered gas usage as applicable. The current TSCRs by Rate Schedule are set forth below:

<b><u>Rate Schedule</u></b>	<b><u>\$ per Month</u></b>	<b><u>\$ per Therm</u></b>
110	\$(1.48)	
120/125/129 <sup>1</sup>		\$(0.0156)
145		\$(0.0047)
160		\$(0.0041)
170		\$(0.0005)

<sup>1</sup> Rate 129 Suspended



## **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 Company's 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 failure to comply with the Terms and Conditions under Rule 18.B.
- 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 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.

Effective: January 1, 2025

## **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 and Curtailments of Gas Service made effective pursuant to other provisions of Company's Terms and Conditions and as otherwise provided by law.
- 1) Company shall provide to any Customer, without charge, a Standard Installation. A Standard Installation shall consist of up to 150 feet of underground service pipe to be supplied by a distribution main operating at 60 psig or less along with a meter and other equipment necessary to provide the service. All costs in excess of such Standard Installation shall be included along with the cost of distribution mains in the economic tests described in Rules 6.B. and 6.C.
- B. Except as provided for in Rule 6.C., 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 following:
- a. the cost of such distribution main(s), and
  - b. the cost in excess of a Standard Installation as defined in Rule 6.A. (1). and;
- 2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- C. Upon request for Gas Service by a prospective Customer in a Rural Area, or a group of prospective Customers located in the same Rural Area, that is (or are) eligible to receive service under Rate 110 – Residential Sales Service or Rate 120 – General Sales Service, Company will extend without charge its facilities including distribution mains, underground service pipes, 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 twenty (20) years is equivalent to or in excess of Company's estimate of the following:
- a. the cost of such distribution main(s), and
  - b. the cost in excess of a Standard Installation as defined in Rule 6.A. (1) and;
- 2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved; and
- 3) Company's capital investment in extension of facilities to such Rural Areas pursuant to Rule 6.C. (1) on and after January 1, 2014 through December 31, 2020 has not exceeded \$1,000,000.
- 4) "Rural Area" is defined, for purposes of this Rule 6.C. as any area within Company's service territory that is unincorporated, or other areas as approved by the Commission.

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

- D. If the cost of the facilities necessary to provide the Gas Service requested exceeds the applicable 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.
- E. 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.
- F. Upon request for Gas Service by a prospective Customer where, in Company's opinion, the facilities extension is of such length and the prospective revenue which may be developed by it is so meager as to make it doubtful whether the 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.
- G. Targeted Economic Development Projects pursuant to Ind. Code Ch. 8-1-39 are excluded from the provisions of Rules 6.B.1 and 6.C.1.

## **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 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 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. GAS SERVICE FOR RESALE**

Gas Service shall not be provided for resale in whole or in part, except for:

- A. Company may provide Gas Service for Resale to another Commission regulated utility. However, Company is under no obligation to provide Gas Service For Resale to another utility.
- B. Gas Service For Resale is permissible for the express and limited purpose of providing Compressed Natural Gas ("CNG") Service. The CNG Service shall occur on Customer's Premises. Customer is responsible for all associated local, state, and federal taxes, as applicable.

## **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, at a temperature of 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. A Budget Bill Plan, allowing for equal monthly payments with a semi-annual adjustment, is available to Residential Customers and Small General Service Customers with no current delinquent bills and an established credit record.

### **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. A Residential Customer who has had service disconnected because of failure to pay for service or fraud (or was eligible for disconnection for such reasons but voluntarily terminated service) may be required to pay all past due balances in order to have new service approved.
- C. 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.
- D. 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).
- E. 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.
- F. 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.
- G. The deposit of a Residential Customer who does not establish a creditworthy payment record may be retained by Company until Gas Service is discontinued.
- H. The deposit of a Commercial or Industrial Customer may be retained by Company until Gas Service is discontinued.
- I. 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.

## **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, the 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 pursuant to such notice.
- 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 judgement, is dangerous or hazardous to life, physical safety, or property; or
- G. If there exists any other condition which, in Company's judgement, is dangerous or hazardous to life, physical safety, or property; or
- H. For any violation of Company's rules pursuant to Rule 28; or
- 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, limitations, and curtailments of service made effective pursuant to other provisions of Company's 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 Rules, but for purposes of Rule 6, each Park Operator shall be considered to be the Customer. 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 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 existing and reasonably anticipated demands of Company's Sales Customers, temporarily supplied School/Government Suppliers' Pool Customers, or to protect and replenish Company's gas storage reserves.
- (7) **Operational Curtailment.** Curtailment resulting from operational restrictions or 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 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.

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

- B. **Curtailment Sequences.** Company shall have the right to curtail Gas Service to its Customers according to the following sequences based on the Company's projections of the total volume of gas curtailment required and the expected volume of gas curtailment obtainable in each step. 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.

B1. **Gas Supply Curtailment Sequence.**

- (1) First, Rate 145, 160, and 170 Non-Pooling Transportation Customers and Pool Operators' and School/Government Suppliers' Pools (under Rate Schedules 180 and 185) shall be subject to a declared Operational Flow Order (OFO) as set forth in Appendix E and Appendix J.
- (2) Next, the Company may curtail or interrupt Gas Service to any Company-Supplied Customer as necessary to maintain Gas Service. If, in the Company's sole discretion, Curtailment in a specific geographic area is required to maintain Gas Service, Company may curtail or interrupt Gas Service in those specific geographic areas.
- (3) Next, as determined by Company, Firm Curtailment Customers' purchases of Company-supplied gas shall be curtailed to a daily quantity equal to their respective Plant Protection Levels. If, in the Company's sole discretion, Curtailment in a specific geographic area is required to maintain Gas Service, Company may curtail or interrupt Gas Service in those specific geographic areas.
- (4) Next, Rate 145, 160, and 170 Non-Pooling Transportation 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 Supply. If, in the Company's sole discretion, Curtailment in a specific geographic area is required to maintain Gas Service, Company may curtail or interrupt Gas Service in those specific geographic areas.
- (5) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Customer. If, in the Company's sole discretion, Curtailment in a specific geographic area is required to maintain Gas Service, Company may curtail or interrupt Gas Service in those specific geographic areas.
- (6) At Company's discretion, Company may allow incremental increases in usage, as possible.

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

- (7) Compensation for the diversion of Customers' transportation gas quantities as provided for in Rules 24(B1) (5), for each Dekatherm of diverted gas each day will be in the amount of:
- (a) **Daily Index Price:** The applicable Daily Midpoint Price per Dekatherm as reported in Gas Daily in the table "Daily Price Survey", for delivery to:
    - 1) Texas Gas, Zone SL; or
    - 2) Chicago City-Gates; or
    - 3) ANR; plus
  - (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 dekatherm basis) to firm gas suppliers.

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

**B2. Operational Curtailment Sequence.**

- (1) First, in the event Curtailment in a specific geographic area is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Rate 145, 160, and 170 Non-Pooling Transportation Customers, and Pool Operators' and School/Government Suppliers' Pools (under Rate Schedules 180 and 185) shall be subject to the OFO in Appendix E and Appendix J as applicable.
- (2) Next, as determined by Company, Firm Curtailment Customers shall be curtailed to their respective Plant Protection Levels. If, in the Company's sole discretion, Curtailment in a specific geographic area is required to maintain Gas Service, Company may curtail or interrupt Gas Service in those specific geographic areas.
- (3) 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. If, in the Company's sole discretion, Curtailment in a specific geographic area is required to maintain Gas Service, Company may curtail or interrupt Gas Service in those specific geographic areas.
- (4) At Company's discretion, Company may allow incremental increases in usage, as possible.



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

C. **Curtailment Notification.**

- (1) Company shall give notification of Curtailment 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.

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

E. **Unauthorized Gas Usage.**

- (1) **Assessment of Unauthorized Gas Usage Charge.** When a Curtailment 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 Curtailment 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 the Company detects fraudulent or unapproved use of gas, or the Company's regulation, measuring equipment, or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unapproved use of such tampering. The Customer or other user shall be responsible for payment of the reasonable cost of the 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. The 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 the Company may, subject to any provision of Commission Rule 16 to the contrary, disconnect service without notice and the 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 the Company and the 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 Conditions are a part, by giving 14 days written notice mailed to such Customer at the address shown upon the Company's records, advising the Customer in what particular such rule or regulation has been violated, but where fraudulent use of gas is detected or where the Company's regulation or measuring equipment has been tampered with or where a dangerous condition is found to exist on the Customer's Premises, Gas Service may be shut off without notice in advance. The 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 OUCC 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 OUCC 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 OUCC 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 OUCC 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 OUCC 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 CenterPoint Energy 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, CenterPoint Energy, Inc., 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 CenterPoint Energy 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 CenterPoint Energy 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 OUCC'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 OUCC 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 OUCC 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 OUCC 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 OUCC 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 OUCC 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 filled without the Utility and the OUCC 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 OUCC 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 CenterPoint Energy 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.

## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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.
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. CenterPoint Energy 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 the 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 provisions 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.

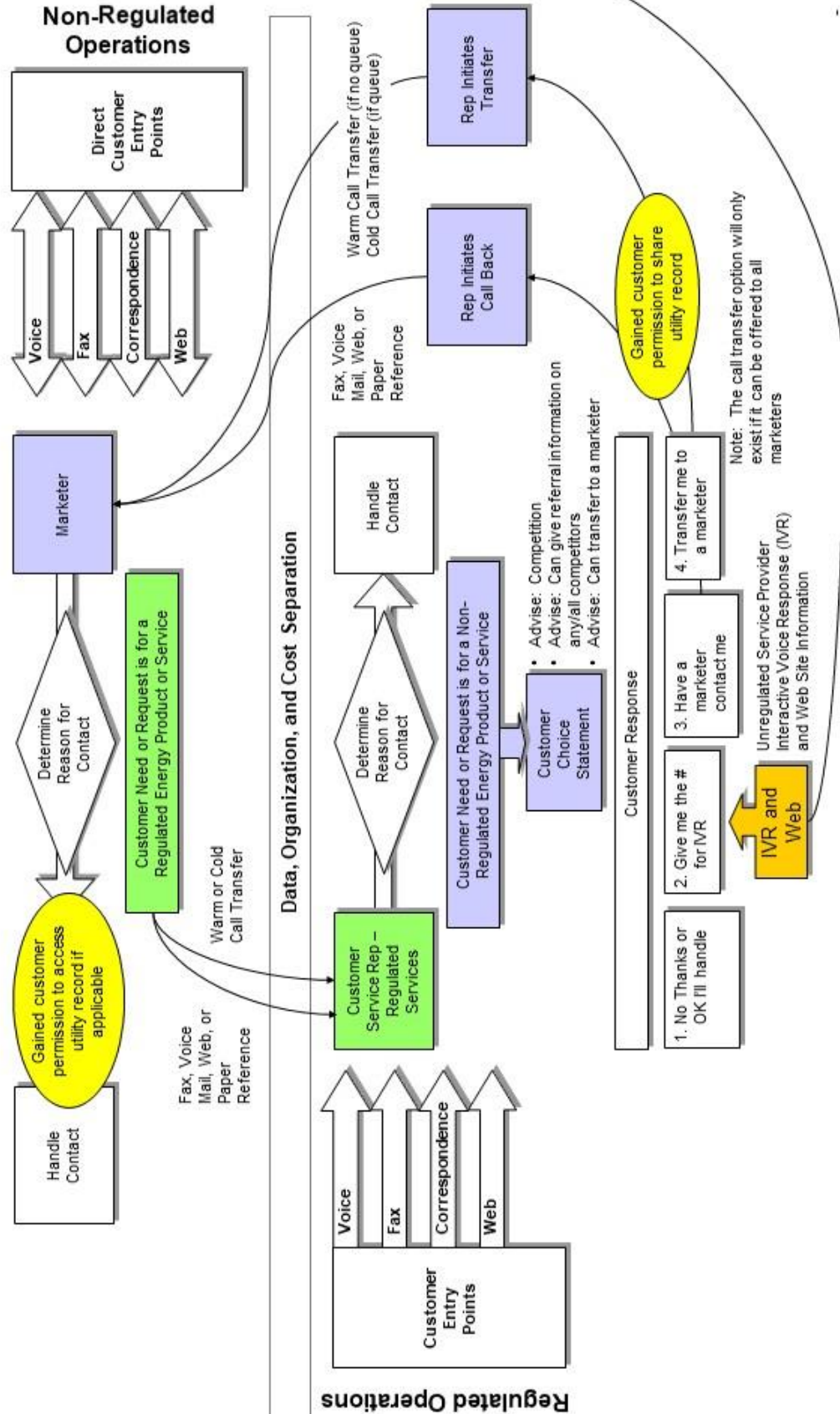
I can give you a telephone number from which you can get more information about the providers of these services, including our affiliate\_\_\_\_\_. This telephone number is: *(give telephone number)*. If you have access to the web you can get this information on the web site. The web site address is: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

# Call Handling Process Summary



# Customer Permission and Information Transfer Summary

