
GAS DELIVERY, GAS SUPPLY, AND ADMINISTRATIVE SERVICES

RATES, TERMS AND CONDITIONS

FOR GAS SERVICE WITHIN

MARION COUNTY, INDIANA

Issued By The

Board of Directors for Utilities
of the Department of Public Utilities,
as successor trustee of a public charitable trust,
Doing Business As Citizens Gas
2020 North Meridian Street
Indianapolis, Indiana 46202

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Chairman and President
Board of Directors

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Chief Executive Officer

TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43975

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1. DEFINITIONS

Except where the context indicates a different meaning or intent, the following terms, when used in any Section of the Utility's Gas Delivery Service, Gas Supply Service, Administrative Services, Rates, and Terms and Conditions for Gas Service, shall have the meanings defined below:

1.1 3RD PARTY SUPPLIER

Any entity, other than the Utility, including End-Use Customer acting as its own Supply Agent, qualified under Section 13 to provide gas supply services within the Utility's service area.

1.2 AGGREGATED ACCOUNT

A single Commercial or Industrial End-Use Customer at a single billing address receiving Gas Delivery Service through multiple Meters supplying multiple Premises, who has elected to combine its multiple Premises for Balancing and bill summarization and presentment purposes. The Gas Delivery Service bill for consumption of each Meter is calculated separately, then consolidated for bill presentment purposes. To qualify as an Aggregated Account, the combined annual Gas consumption measured by the multiple Meters must be greater than 50,000 therms.

1.3 APPLICANT

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to receive, consume or use the Utility's Gas Supply, Gas Delivery or Administrative Services.

1.4 AUTOMATED METER READING OR AMR

All hardware and equipment installed on an End-Use Customer's Premises for the purpose of transmitting a daily Meter reading to the Utility.

1.5 BALANCING

Services provided by the Utility as a part of Gas Delivery Service, that accommodate the usage swings of End-Use Customers.

1.6 BASIC DELIVERY SERVICE OPTION

An option for General Heating, General Non-Heating, Large Volume, and High Load Gas Delivery Service End-Use Customers, which provides for a lower level of balancing service in return for a lower Delivery Charge. Choosing the Basic Delivery Service Option requires the End-Use Customer to have Automated Meter Reading devices installed which will provide a daily meter reading to the Utility. The Utility will make available electronically daily meter reads to the End-Use Customer, and if authorized, its 3rd Party Supplier.

1.7 BASIC USAGE IMBALANCE

The difference between Daily Gas Supply Deliveries and the daily volume of Gas consumed by the End-Use Customer, calculated for a daily period.

1.8 CITIZENS ENERGY SELECT

The program offered by the Utility that provides End-Use Customers with the option of choosing a 3rd Party Supplier for their Gas Supply Service.

1.9 CITIZENS WATER

The Department of Public Utilities for the City of Indianapolis, acting by and through the Board of Directors for Utilities, as trustee of a public charitable trust for the water system, doing business as Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202, or any professional management firm that has been retained by Citizens Water to operate its water utility facilities and that is acting in its capacity as the agent or representative of Citizens Water.

1.10 CITY GATE

The delivery/receipt point between intra and interstate pipelines supplying Gas to the Utility's gas distribution system.

1.11 COMBINED BILL

A bill issued to an End-Use Customer for any combination of more than one of the Utility Services. A Combined Bill will not be issued to any Gas Rate No. D5 End-use Customer, or an End-Use Customer who chooses to purchase gas supply from a 3RD Party Supplier. Charges for Administrative Services provided to End-Use Customers will be billed separately from Gas Delivery and Gas Supply Services.

1.12 COMMERCIAL END-USE CUSTOMER

End-Use Customers primarily engaged in wholesale or retail trade, service (including five or more households served by a single meter), and any End-Use Customer not directly covered by another service classification.

1.13 COMMISSION

Indiana Utility Regulatory Commission

1.14 COMPANY USE GAS

Gas used by the Utility including compressor facilities fuel, natural gas vehicles, or liquefied natural gas turbine fuel used by the Utility.

1.15 CONSOLIDATED ACCOUNT

A single Commercial or Industrial End-Use Customer receiving Gas Delivery Services through multiple Meters supplying a single Premise. All Gas consumption measured by multiple Meters is combined and billed through a single rate schedule. Only available to Large Volume and High Load Service End-Use Customers. Unless otherwise specified by the Utility, each Meter will receive a separate Facility Charge.

1.16 CRITICAL PERIOD

A period, declared at the discretion of the Utility, during which time unusual conditions jeopardize normal operation of the Utility's system.

1.17 CURTAILMENT

A temporary reduction in Gas usage directed by the Utility for operating reasons, for protection of human needs uses.

1.18 CWA AUTHORITY, INC.

CWA Authority Inc., 2020 N. Meridian Street, Indianapolis, Indiana 46202 or any other professional management firm that has been retained by CWA Authority, Inc. to operate its sewage disposal system and that is acting in its capacity as the agent or representative of CWA Authority, Inc.

1.19 DAILY GAS SUPPLY DELIVERIES

The gas supply volumes submitted to the Utility and scheduled by a pipeline to be delivered to the Utility's City Gate by or on behalf of an End-Use Customer.

1.20 DAILY GAS SUPPLY NOMINATIONS

The gas supply volumes confirmed by a pipeline to be delivered to the Utility's City Gate by or on behalf of an End-Use Customer.

1.21 DAILY USAGE IMBALANCES

The difference between Daily Gas Supply Deliveries and the daily volume of Gas consumed by the End-Use Customer, calculated on a daily basis.

1.22 DELIVERY CHARGE

A rate per unit of Gas consumed by the End-Use Customer, designed to recover fixed and variable costs incurred by the Utility to provide Gas Delivery Service to the End-Use Customer's Meter, not otherwise recovered through the Facilities Charge.

1.23 DELIVERY IMBALANCES

The difference between Daily Gas Supply Nominations and Daily Gas Supply Deliveries on behalf of an End-Use Customer in a Supplier Group.

1.24 ECONOMIC OPERATIONAL FLOW ORDER

A directive issued by the Utility to a 3rd Party Supplier, to closely balance Daily Gas Supply Deliveries with the volume of Gas consumed by the End-Use Customer when, in the Utility's sole discretion, it determines that such a directive is necessary to protect its ability to provide adequate and reliable Gas Supply Service at reasonable costs because there is a significant and substantial price difference between the average of first of the month index prices of the pipelines serving its system, adjusted for appropriate fuel, transportation, and basis, and the average of the daily index prices of the pipelines serving its system, adjusted for appropriate fuel, transportation, and basis.

1.25 END-USE CUSTOMER

An Applicant who has been approved by the Utility to receive, consume, or use the Utility's Gas Delivery Services and/or Gas Supply Services. The term End-Use Customer shall not include 3rd Party Suppliers that may be customers of the Utility for Administrative Services.

1.26 FACILITIES CHARGE

A flat rate per Month designed to recover a portion of the fixed costs incurred by the Utility to provide Gas Delivery Service to the End-Use Customer's Meter.

1.27 GAS

Any vaporized fuel transported on the Utility's gas distribution system. The term shall include, but not be limited to, natural gas, synthetic gas, liquefied natural gas, propane or any mixture thereof.

1.28 GAS DAY

The 24-hour period from 9 a.m. to 9 a.m. Central Clock Time (Houston).

1.29 GAS DELIVERY SERVICE

The transportation of Gas by the Utility from the City Gate to an End-Use Customer's Meter. Gas Delivery Service includes Balancing.

1.30 GAS DELIVERY SERVICE AGREEMENT

The required agreement between the Utility and an End-Use Customer who is provided Gas Supply Services by a 3rd Party Supplier.

1.31 GAS MANAGEMENT SYSTEM OR GMS

All computer hardware and software required to administer customer-specific gas supply transactions.

1.32 GAS SERVICE LINE

A line used to transport gas from Utility mains to End-Use Customer Premises.

1.33 GAS SUPPLY CHARGE

A rate per unit of Gas consumed by the End-Use Customer, designed to recover the cost of Gas and related off-system services, including pipeline transportation and Balancing services, incurred by the Utility to provide Gas Supply Service to the End-Use Customer's Meter.

1.34 GAS SUPPLY SERVICE

The sale of Gas and related off-system services, including pipeline transportation and Balancing services, by the Utility to an End-Use Customer.

1.35 HUMAN NEEDS CUSTOMER

A Residential End-Use Customer, a Commercial End-Use Customer of a residential nature, or any End-Use Customer whose facilities are of a kind where the element of human welfare is the predominant factor or whose facilities are needed to protect or preserve the public health, safety and welfare. Such facilities include, but shall not be limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, certain charitable institutions and day care facilities.

1.36 INDUSTRIAL END-USE CUSTOMER

An End-Use Customer engaged in a process that creates or changes raw or unfinished material into another form or product.

1.37 I.U.R.C. RULES

The Indiana Utility Regulatory Commission Rules and Regulations of Service for Gas Utilities operating within the State of Indiana, as promulgated in Cause No. 34613, approved September 13, 1976, effective April 12, 1977, as may be amended from time to time.

1.38 LANDLORD END-USE CUSTOMER

An End-Use Customer who is the owner of a Premise that is receiving Gas service, but which is rented or leased to a tenant other than the owner.

1.39 MASTER METER

A Meter installed upstream from a building service or entrance or building regulator in such a manner as to measure the total quantity of Gas used in two (2) or more buildings in a single complex.

1.40 MAXIMUM DAILY QUANTITY

The total connected gas load times 24 hours.

1.41 METER

A device for measuring the quantity of Gas used. Two (2) or more meters connected in parallel, with the total quantity of Gas used being the sum of the quantities measured by the individual Meters, shall be considered a single Meter, if installed at the directive of the Utility.

1.42 MONTH

The period of time between any two consecutive meter reading dates which shall be scheduled as nearly as practicable every thirty (30) days. It does not necessarily mean the Meter will actually be read according to that schedule.

1.43 MONTHLY CASH OUT

A month-end calculation of charges and credits pertaining to Usage Balancing Service, and Basic Usage Balancing Service for 3rd Party Suppliers.

1.44 NON-ECONOMIC OPERATIONAL FLOW ORDER

A directive issued by the Utility, pertaining to a Critical Period, to a 3rd Party Supplier, to deliver for End-Use Customer use a specific volume of Gas to a specific point of receipt. Non-Economic Operational Flow Orders shall be issued by the Utility at any time a material and significant threat to the operational integrity of the Utility's system occurs, or is about to occur.

1.45 NON-GAS COST REVENUE

Revenue received by the Utility from an End-Use Customer, excluding Gas costs. Gas costs are recovered through the Gas Supply Charge.

1.46 OPERATIONAL FLOW ORDER OR OFO

Either an Economic Operational Flow Order or a Non-Economic Operational Flow Order.

1.47 PREMISE

One contiguous piece of property owned by a single End-Use Customer, which is not intersected by a public right-of-way or thoroughfare.

1.48 RESIDENTIAL END-USE CUSTOMER

An End-Use Customer receiving, consuming, or using the Utility's Gas Delivery Services and/or Gas Supply Services to a single family dwelling or building, an individual flat or apartment, or to not over four households served by a single Meter in a multiple family dwelling or portion thereof. A Residential End-Use Customer also includes End-Use Customers receiving, consuming, or using the Utility's Gas Supply Services and/or Gas Delivery Services to premises used regularly for professional or business purposes when the residential use is half or more of the total Gas volume.

1.49 SINGLE ACCOUNT

A single Commercial or Industrial End-Use Customer receiving Gas Delivery Services through a single Meter supplying one Premise.

1.50 STANDARD DELIVERY SERVICE

The default delivery service provided any End-Use Customer which has not chosen the Basic Delivery Service Option.

1.51 SUPPLIER APPLICANT

Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to provide Gas Supply Services to End-Use Customers within the Utility's service area.

1.52 SUPPLIER GROUP

End-Use Customers who are provided Gas Supply Services by the same 3rd Party Supplier. Supplier Groups are entirely composed of End-Use Customers choosing the Standard Delivery Option, or the Basic Delivery Service Option. End-Use Customers in each Supplier Group will have Usage Imbalances netted on a daily and/or monthly basis, for the purposes of calculating a Usage Balancing Monthly Cash Out, and/or a Basic Usage Balancing Monthly Cash Out, as defined in the Administrative Service tariffs.

1.53 SUPPLY AGENT

A Single Account, Consolidated Account or Aggregated Account End-Use Customer who contracts, purchases and manages delivery of its own gas supply. Only End-Use Customers who have elected the Basic Delivery Service Option are eligible to act as their own Supply Agent. Each Supply Agent is administered individually for nomination and supply purposes and takes on the duties and responsibilities of a 3rd Party Supplier.

1.54 THERM

100,000 British Thermal Units (BTU). For billing purposes, the consumption of Gas by End-Use Customers shall be measured in Therms.

1.55 USAGE IMBALANCES

The difference between accumulated Daily Gas Supply Deliveries and the monthly volume of Gas consumed by the End-Use Customer, calculated monthly.

1.56 UTILITY

The Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis, successor trustee of a public charitable trust, doing business as Citizens Gas, 2020 North Meridian Street, Indianapolis, Indiana 46202.

1.57 UTILITY SERVICES

Shall include one or more of the following services: (1) Gas Delivery and Gas Supply Services provided by the Utility; (2) water services provided by Citizens Water; and/or (3) sewage disposal service provided by CWA Authority, Inc.

1.58 WACOG

Except as otherwise provided in any tariff, the weighted average cost of Gas per Therm purchased by the Utility and delivered to the Utility's City Gate, including demand costs.

1.59 YARD LINE

The Gas piping from the outlet of a Master Meter assembly to the outlet connection of a building regulator or service entrance that is installed, owned, and maintained by the Utility.

2. APPLICATION OF TARIFF

2.1 FILING AND PUBLICATION

- 2.1.1 A copy of all Gas Rates, and General Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services will be supplied is on file with the Indiana Utility Regulatory Commission and is posted or filed in each office of the Utility for the convenience of the public.
- 2.1.2 These Utility rules are intended to and do supersede and cancel all former rules and regulations now on file with respect to the matters included herein.
- 2.1.3 These Terms and Conditions, when approved by the Indiana Utility Regulatory Commission, shall apply to and govern Gas Delivery Services, Gas Supply Services, and Administrative Services provided by the Utility within Marion County, Indiana.
- 2.1.4 The failure of the Utility to enforce any of the Gas Rates and Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services are supplied shall not be deemed a waiver of its rights to do so.

2.2 WRITTEN APPLICATION OR CONTRACT

- 2.2.1 A written application and/or contract, properly executed in a form acceptable to the Utility, may be required from the End-Use Customer or 3rd Party Supplier before the Utility will supply Gas Delivery Services, Gas Supply Services, or Administrative Services, or as a condition for the continued supply of Gas Delivery Services, Gas Supply Services, or Administrative Services, provided, however, that the Utility shall have the right to reject an application for valid reasons.
- 2.2.2 Where two or more parties join in one application for Gas Delivery and/or Gas Supply Services or Administrative Services, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for service supplied in accordance therewith.
- 2.2.3 The End-Use Customer shall give the Utility written notice in advance of any material change in either the demand for Gas Delivery and/or Gas Supply Services or the character of the gas appliances or apparatus installed at the End-Use Customer's service address.

- 2.2.4 Where more than one rate is available for the class of service requested, the End-Use Customer shall designate the desired rate. Except as limited by the terms of any Gas Delivery Services contract, the End-Use Customer may change to another applicable Gas Delivery Service rate at any time thereafter by giving written notice to the Utility, provided each successive change shall continue for not less than a twelve-Month period. Written notice must be provided to the Utility not less than ninety days prior to each successive change.
- 2.2.5 The Utility does not guarantee the End-Use Customer will be served under the most favorable rate at all times, and no refund will be made representing the difference in charges between the rate under which service actually has been rendered and another rate applicable to the same class of service.
- 2.2.6 The Utility will, at the request of the End-Use Customer, assist the End-Use Customer in the determination of the rates under which the End-Use Customer desires to be served. However, the End-Use Customer is responsible for the accuracy of comparisons and any decisions regarding rates.

3. DEPOSITS

3.1 RESIDENTIAL DEPOSITS

The Utility may require a Residential End-Use Customer or Applicant for Gas Delivery and/or Gas Supply Services as a Residential End-Use Customer to pay a cash deposit as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services, if the Residential End-Use Customer or Applicant is not creditworthy, in accordance with the I.U.R.C Rules set forth in 170 IAC 5-1-15 (as the same may be amended from time to time).

3.2 NON-RESIDENTIAL DEPOSITS

The Utility may require non-Residential End-Use Customers or Applicants for Gas Delivery and/or Gas Supply Services that are not Residential End-Use Customers to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services. Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest gas consumption. The Utility shall determine the appropriate deposit.

3.3 INTEREST ON DEPOSITS

Interest on any deposit held by the Utility on February 2, 2006 earned an interest rate of six percent (6%) per annum from the date of receipt by the Utility through February 2, 2006. Effective February 3, 2006, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current month from the date the deposit is paid in full to the Utility. The rate of interest will be established by the Indiana Utility Regulatory Commission in a general administrative order for each calendar year.

3.4 REFUND ON DEPOSITS

Deposits from Residential End-Use Customers will be refunded after the Residential End-Use Customer has established an acceptable payment record for Utility Services in accordance with the I.U.R.C. Rules. The deposit of any non-Residential End-Use Customer or the deposit of a Residential End-Use Customer who fails to establish an acceptable payment record may be retained by the Utility until Utility Services are discontinued.

3.5 DEPOSITS APPLIED TO BILL

Upon discontinuance of Utility Services, the deposit and earned interest, if any, will be applied to the balance of any outstanding Utility Service bills or unbilled consumption. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the End-Use Customer. The End-Use Customer will be billed for any balance due the Utility. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the End-Use Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq.).

3.6 MAIN EXTENSIONS

The following terms apply to the Utility's extensions of facilities to service a prospective End-Use Customer or group of End-Use Customers.

3.6.1 Upon request for Gas Supply Service by a prospective End-Use Customer or a group of prospective End-Use Customers located in the same area, the Utility will extend without charge its distribution main to provide the service, provided that:

- a. the Utility's estimate of its Non-Gas Cost Revenue from such Gas Supply Services provided to the prospective End-Use Customer(s) for a period of five and one-half (5.5) years is equivalent to or in excess of the Utility's estimate of the cost of providing such facilities, and;
- b. the prospective patronage or demand is, in the Utility's sole judgment of such permanency as to warrant the capital expenditure involved.

3.6.2 If the cost of the distribution main extension necessary to provide the Gas Supply Service requested exceeds the "without-charge limit" described in the paragraph above, the Utility may require either a deposit or adequate provision of the payment of an extension deposit equal to the cost of the distribution main extension in excess of the without-charge limit.

- 3.6.3** Any extension deposit accepted by the Utility shall be subject to refund until six years after the completion of such extension. For each End-Use Customer connected to the extension within that six year period, the Utility 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 End-Use Customer. At no time shall the aggregate refund made to any depositor exceed the amount of extension deposit received from such depositor.
- 3.6.4** The following extension requests shall be submitted to the Indiana Utility Regulatory 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: (a) instances where, in the Utility's sole judgment, the extension is of such length and the prospective Non-Gas Cost Revenue which may be developed by it is so meager as to make it doubtful that the Non-Gas Cost Revenue from the extension would ever pay a fair return on the investment involved; or (b) requests for an extension to a real estate development with slight or irregular service and requiring extensive equipment.
- 3.6.5** The Utility shall not be required to make a distribution main extension under Section 3.6.1 unless the End-Use Customer(s) to be initially served by such extension have entered into an agreement with the Utility setting forth the obligations and commitments of the parties, which may require the End-Use Customer(s) to provide a satisfactory guaranty to the Utility of the performance of the End-Use Customer's obligations.

4. BILLING AND PAYMENT OF BILLS

4.1 WHEN ISSUED AND DUE DATES

The Utility will issue bills to End-Use Customers on a monthly basis for the applicable Utility Services. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed pursuant to 170 IAC 5-1-13(B)(2). When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

4.2 PAYMENT PLANS

The Utility shall provide various billing plans whereby alternative payment options are available.

- 4.2.1** The Utility may provide a budget plan for payment of Utility Services bills by the End-Use Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The annual amount actually paid by the End-Use Customer shall be balanced with the annual amount actually billed to the End-Use Customer and any difference shall be paid by (or credited to) End-Use Customer.

4.2.2 The Automatic Bank Deduction Plan shall be a payment plan whereby the Combined Bill amount is deducted each month from the End-Use Customer's checking account by the End-Use Customer's authorized financial institution. The Utility shall continue to provide to the End-Use Customer a monthly bill.

4.3 APPLICATION OF COMBINED BILL PAYMENT

4.3.1 The Utility shall prorate Combined Bill payments based upon billed charges for applicable active Utility Services and apply payments first to the oldest outstanding charges for Utility Services and then to current charges pertaining to Utility Services where applicable. Payments will be applied to charges for non-Utility Services last.

4.3.2 An End-Use Customer may direct Combined Bill payments by contacting the Utility prior to the due date. For all other payments the Utility is not obligated to direct payments.

4.3.3 Payments in excess of the charges for applicable active Utility Services will be applied to inactive Utility Service balances and prorated according to the balances of the inactive Utility Services.

4.4 CORRECTION OF ERRORS

When an error is discovered in any billing or when billing is omitted, the Utility may adjust such error to the known date of error, but in any event within not more than twelve (12) Months from the date of such billing. Whenever it is discovered a Meter is not recording within the limits of accuracy as prescribed by the I.U.R.C. Rules, an adjustment of the individual billings shall be made for a period of one-half of the time elapsed since the previous Meter test, or one year, whichever period is shorter.

4.5 ESTIMATED METER READINGS

When for good cause, pursuant to 170 IAC 5-1-13(C), a Meter is not read on a normal interval, an estimated Meter reading shall be used and so identified on the bill. An estimated Meter reading for an End-Use Customer's bill will be determined by adding the End-Use Customer's calculated Gas consumption during the billing period to the Meter reading at the beginning of the billing period.

4.6 DELINQUENCY AND RELATED CHARGES

If payment for a Utility Services bill from an End-Use Customer is not received by the Utility or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.

- 4.6.1** All charges follow the End-Use Customer and moving from one Premises to another in no way absolves the End-Use Customer from any End-Use Customer unpaid charges incurred at a previous location. In the case of leased property, the Landlord End-Use Customer shall be responsible to the Utility for payment of the Utility Services bill, even though the tenant may pay it.
- 4.6.2** The Utility may add a late payment charge to an End-Use Customer's delinquent Utility Services bill; such charge will be ten percent (10%) on the first three dollars (\$3.00) of Gas Supply and Gas Delivery Services charges and three percent (3%) on the amount in excess of three dollars (\$3.00).
- 4.6.3** A single charge may be made for each visit to the End-Use Customer's premises to collect a delinquent account for applicable Utility Services; such charge to the End-Use Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Gas Rate No. A5.
- 4.6.4** A single charge may be made for handling a single check from an End-Use Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Bad Check Charge reflected on Gas Rate No. A5.

4.7 MASTER METER CONVERSION

The Utility may elect, with the consent of the End-Use Customer, to replace the several Meters in the contiguous complex of an End-Use Customer with a Master Meter. Such Master Meter for billing purposes shall be computed on the basis of a single End-Use Customer.

4.8 FRAUDULENT OR UNAUTHORIZED USAGE

Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services, the Utility may, after estimating the volume of Gas Delivery and/or Gas Supply Services so used:

- 4.8.1** Immediately disconnect such Gas Delivery and/or Gas Supply Services without notice pursuant to Rule 8.3.
- 4.8.2** Bill and demand immediate payment from the person benefiting from such device or scheme: the actual cost of Gas used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.

4.8.3 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Utility's reasonable and customary estimate thereof.

5. METERING AND RESALE

5.1 MULTIPLE METER INSTALLATIONS

Except in the case of a Consolidated Account, if the Utility owns and installs more than one Meter on the End-Use Customer's premises, except for the convenience of the Utility, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate End-Use Customer.

5.2 RESALE OF GAS

The Gas supplied to an End-Use Customer incident to any Gas Delivery and/or Gas Supply Service shall not be remetered or submetered for resale in whole or in part.

5.2.1 The sale for resale provision under any of the Gas Delivery and/or Gas Supply Service rates of the Utility specifically does not apply when the resale is for the limited purpose of providing compressed natural Gas or liquefied natural Gas to entities outside the jurisdiction of the Indiana Utility Regulatory Commission for use in appropriately equipped natural gas powered vehicles or equipment.

5.3 METER CHANGE AND TESTING

The Meter is the property of the Utility and is periodically tested. The Meter may be read, removed, changed, or replaced at any reasonable time at the discretion of the Utility.

5.4 METERING PRESSURES

Unless otherwise agreed to by the End-Use Customer and the Utility, all Gas sold shall be metered at a normal gauge pressure of six (6) inches of water, but shall not vary more than fifty percent (50%) above or below said normal pressure. In addition, the maximum pressure on any day shall never be greater than twice the normal minimum pressure that day. When Gas is supplied at a different pressure, the Gas consumption as indicated by the Meter shall be corrected to the equivalent quantity of Gas measured at six (6) inches of water.

5.5 BTU CONTENT

Gas sold within the Utility's system shall have a monthly average total heating value of approximately 1,000 BTU per cubic foot of Gas.

5.5.1 The billing unit, for the purpose of billing Gas consumption, shall be one Therm on the measurement basis specified in Rule 5.5.2 below.

5.5.2 The unit of volume for the purpose of measurement at the End-Use Customer's Meter shall be one (1) cubic foot of Gas at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 14.54 pounds per square inch, dry.

5.6 PROVIDING SPACE FOR EQUIPMENT

The End-Use Customer shall provide a suitable space satisfactory to the Utility for the Meters, regulators, and other equipment necessary to provide Gas Delivery and/or Gas Supply Services. Said space shall be readily accessible to employees of the Utility, and shall be kept free of foreign materials and maintained in a sanitary condition by the End-Use Customer.

5.7 EQUIPMENT OWNED BY UTILITY

The Meter, meter connections, and service piping from the main to the Meter, and any extension thereof including Yard Lines installed at Utility cost, shall belong to the Utility and will be installed, repaired, adjusted, or removed only by employees of the Utility or its agent regardless of whether any charges for service piping have been paid by the End-Use Customer.

5.8 AUTOMATED METER READING EQUIPMENT

Certain End-Use Customers, excluding residential, may elect or may be required to have installed, at the End-Use Customer's expense, Automated Meter Reading equipment, consisting of hardware attached to the End-Use Customer's Meter, that transmits regularly scheduled Meter readings to Utility's AMR system. AMR data will be made available to the End-Use Customer electronically as well as to its 3rd Party Supplier (with the End-Use Customer's permission). Installation charges and monthly fees will be billed to End-Use Customers through Information Service, under Gas Rate No. A7.

6. SERVICE, EQUIPMENT, AND LIABILITY

6.1 MAINS-SELECTION OF SUPPLY SOURCE

Gas Delivery and/or Gas Supply Services will be rendered to the End-Use Customer from the Utility's nearest main (or from that main from which the End-Use Customer's Premises are most accessible) of sufficient capacity to furnish adequate service.

6.2 SERVICE PIPING FROM MAIN

Gas Service Lines will be installed and maintained by the Utility from the main to the Meter, except as otherwise provided for by written agreement between the End-Use Customer and the Utility. The Utility may require a long-term contract and cash deposit as security for construction cost when unusual construction or equipment cost is necessary to furnish Gas Delivery and/or Gas Supply Services.

6.3 SERVICE OR METER LOCATION CHANGES

Any change of location of Gas Service Lines or Meters at the End-Use Customer's request shall be done only with the consent of the Utility. The Utility or its agent will do the work at the expense of the End-Use Customer.

6.4 END-USE CUSTOMER'S PIPING RESPONSIBILITY

All of the End-Use Customer's piping and equipment and/or accessories thereto necessary to utilize Gas Delivery and/or Gas Supply Services furnished by the Utility shall be installed and belong to the End-Use Customer, and must be maintained at the End-Use Customer's expense. The End-Use Customer shall bring his piping to the Meter outlet for connection to the Utility's piping in a location satisfactory to the Utility. The Utility shall not be liable for any loss, injury, or damage, including death, resulting from the End-Use Customer's use of such equipment or piping, or occasioned by the Gas Delivery and/or Gas Supply Services furnished by the Utility beyond the Meter outlet. All of the End-Use Customer's piping, equipment, and appliance accessories so installed and maintained shall be in accordance with all applicable codes, rules, and regulations of the Utility and any applicable regulatory entities with jurisdiction.

6.5 INSPECTION OF INSTALLATION

The Utility reserves the right to inspect the End-Use Customer's installation, but such inspection, or failure to make inspection, or the fact that the Utility may connect to such installation at the delivery point, shall not make the Utility liable for any loss, injury, or damage, including death, which may be occasioned by the End-Use Customer's use of such equipment or piping of the Utility's service unless due to the sole negligence of the Utility. Failure to comply with the Utility's reasonable request to make an inspection shall be grounds for the Utility to discontinue service with notice to the End-Use Customer pursuant to rule 8.4.

6.6 EASEMENT – THIRD PARTY PROPERTY

The End-Use Customer agrees to make available without cost to the Utility, an easement for access to End-Use Customer's dwelling or other structure in the event the Gas Service Lines must pass through the property of third parties. In the event the End-Use Customer is unable or unwilling to furnish such easement upon request, the Utility shall be relieved of the responsibility of installing the Gas Service Lines or of furnishing Gas to the End-Use Customer.

6.7 LIMITATIONS OF GAS SERVICE

The Utility reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict, or refuse service which will result in unreasonable demands on its distribution system, production capability, contractual requirements of supply, transportation and storage from other companies, or which will jeopardize service to existing End-Use Customers.

7. UTILITY AND END-USE CUSTOMER OBLIGATIONS

7.1 UTILITY'S OBLIGATIONS

- 7.1.1** The Utility will endeavor to furnish continuous Gas Delivery and/or Gas Supply Services to the End-Use Customer, but does not guarantee uninterrupted service, and shall not be liable for loss, injury, or damage resulting from any interruptions, failures, or deficiencies in service, or any other cause occasioned by reason of accidents, emergencies, strikes, acts of God, legal process or procedure, federal, state, or municipal action or interference, extraordinary repair, or for any cause whatsoever not within the reasonable control of the Utility.
- 7.1.2** Whenever Gas Delivery and/or Gas Supply Services are interrupted or limited by the Utility, in an emergency due to Curtailment or in normal operations, such interruption or limitation shall not constitute a breach of contract nor shall it invalidate any of the covenants of the contract.

7.2 END-USE CUSTOMER'S OBLIGATIONS

- 7.2.1** The End-Use Customer shall install and maintain all piping, appliances, and equipment which is not the property of the Utility, as described in Rule 5.7 of these rules, in the condition required by applicable codes adopted by the governmental authorities having jurisdiction and in a manner approved by the Utility. The End-Use Customer shall use such piping, appliances, and equipment so as not to disturb the Utility's service to other End-Use Customers.
- 7.2.2** In the event of loss damage to the property of the Utility through misuse by, or the negligence of, the End-Use Customer or agents and employees of the same, the End-Use Customer shall reimburse the Utility for the cost of the necessary repairs or replacement thereof.
- 7.2.3** The End-Use Customer shall provide Utility's employee or agent access to the End-Use Customer's or other users Premise at all reasonable hours, and at any time in the event of an emergency, to inspect, read, repair, or remove its Meters and other property, and to inspect the appliances and piping installed for connection or connected to the Gas Service Line on the End-Use Customer's Premise.

- 7.2.4 No person other than an employee or agent of the Utility shall be permitted to reestablish the flow of Gas to an End-Use Customer's Gas Service Line(s) after a shut-off by the Utility or other governmental authorities having jurisdiction.
- 7.2.5 The End-Use Customer shall hold the Utility harmless for any loss, cost, damage, or expense to any party, resulting from the use or presence of Gas or gas appliances upon the End-Use Customer's Premises unless due to the sole negligence of the Utility.
- 7.2.6 The benefits of and the responsibility for Gas Delivery and/or Gas Supply Services shall commence when the Utility initiates service pursuant to an application for the same, and shall be binding upon the End-Use Customer, the End-Use Customer's heirs, personal representatives, or successors in interest until such service is discontinued pursuant to Rule 8; provided, however, discontinuance of Gas Delivery and/or Gas Supply Services shall not relieve the obligation to make payment for service so rendered by the Utility, nor shall discontinuance of Gas Delivery and/or Gas Supply Services relieve the obligation to provide the Utility access to its Meters or other property.
- 7.2.7 Upon written request by the Utility, the End-Use Customer will correct any unsafe or unsanitary conditions affecting Gas Service Lines, Meter reading, or inspection of such Gas Service Lines on the End-Use Customer's Premises including but not limited to the presence of vicious dogs or other animals, hazardous steps or other access to Utility equipment, the accumulation of debris, refuse, or filth on or adjacent to Utility equipment. If such condition is not corrected within thirty (30) days of such written request, the Utility may initiate discontinuance of service pursuant to Rule 8.3.

8. DISCONTINUANCE OF SERVICE

8.1 END-USE CUSTOMER REQUEST

An End-Use Customer shall notify the Utility at least three (3) working days prior to the date such End-Use Customer desires its Gas Service Line to be disconnected, and the Utility shall have three (3) working days thereafter to make such disconnection. The End-Use Customer will be responsible for the payment of all bills for Gas Delivery and/or Gas Supply Services used while the account is in the End-Use Customer's name prior to expiration of such three (3) working day period.

8.2 DISCONNECTION OPTION

When an End-Use Customer requests disconnection at a Gas Service Line location, the Utility may, at its option, discontinue service by either physically turning off the Gas Service Line, or when requested by the new applicant at the same service location, by obtaining a Meter reading and leaving the Gas Service Line on in the name of the new Applicant.

8.3 DISCONNECTION BY UTILITY WITHOUT NOTICE

The Utility may discontinue Gas Delivery and/or Gas Supply Services to the End-Use Customer without request by the End-Use Customer and without notice, and may remove any of its property from the End-Use Customer's Premises without legal process for any one of the following reasons:

8.3.1 Where a condition dangerous or hazardous to life, physical safety, or property exists.

8.3.2 Upon order by any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority, or upon written instruction by a law enforcement agency acting within its jurisdiction pursuant to Indiana Code 35-45-5-4(c).

8.3.3 A fraudulent or unauthorized use of Gas is detected and the Utility has reasonable grounds to believe the affected End-Use Customer is responsible for such tampering.

8.3.4 Where the Utility's equipment has been tampered with and the Utility has reasonable grounds to believe that the affected End-Use Customer is responsible for such tampering.

8.3.5 Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services as defined by Indiana Code 35-43-5-6.

8.4 DISCONNECTION BY UTILITY WITH NOTICE

The Utility may discontinue Gas Delivery and/or Gas Supply Services to the End-Use Customer after seven (7) days written notice; however, in the case of a Residential End-Use Customer, and subject to Rule 8.5, said written notice shall be fourteen (14) days, which notice shall be deemed received by the End-Use Customer on the day after mailing by the Utility, in accordance with the I.U.R.C. Rules for any one of the following reasons:

8.4.1 A violation of the requirements of its Gas Delivery and/or Gas Supply Services or any failure to comply with applicable codes, rules, or regulations regarding Gas Delivery and/or Gas Supply Services.

- 8.4.2 Nonpayment of a delinquent bill.
- 8.4.3 Refusal or failure when requested to make a cash deposit or an increased cash deposit, to assure payment of bills.
- 8.4.4 When the Utility has reasonable evidence that an End-Use Customer who is indebted to the Utility for Gas Delivery and/or Gas Supply Services at his present or other location is receiving Gas Delivery and/or Gas Supply Services under the same or a different name and the Utility has good reason to believe the End-Use Customer is attempting to defraud the Utility.
- 8.4.5 A Residential End-Use Customer shall not be disconnected for indebtedness incurred for Gas Delivery and/or Gas Supply Services at a different location if such bill has remained unpaid for less than forty-five (45) days.

8.5 HOME ENERGY ASSISTANCE

Except as provided in Section 8.3, the Utility shall not disconnect residential Gas Service Line, without an End-Use Customer request, from December 1 through March 15 if:

- 8.5.1 The Residential End-Use Customer is either receiving or is eligible for and has applied for assistance under the Home Energy Assistance Program pursuant to Indiana Code 4-4-33 or such program, if any, that may replace it.
- 8.5.2 The Residential End-Use Customer has completed an application for Home Energy Assistance and has provided the Utility with proof of said application, or the Utility has been notified in writing by the agency handling the state's Home Energy Assistance Program.

8.6 NOTIFICATION TO THIRD PARTY

Residential End-Use Customer may request the Utility notify a pre-designated third party of a Utility Service disconnection notice issued to the Residential End-Use Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Utility shall notify the pre-designated third party, by mail, of the pending Utility Service disconnection at the time the Utility renders the disconnection notice to the Residential End-Use Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential End-Use Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

8.7 VALIDITY OF CONTRACT

Discontinuance of Gas Delivery and/or Gas Supply Services, as provided for in Sections 8.1, 8.2, 8.3, and 8.4 shall not relieve the Residential End-Use Customer from liability of unpaid bills, or from the responsibility to provide access to the Utility's Meters or other property, and the Utility shall have the right to enforce any contract notwithstanding such discontinuance.

8.8 NON-AVAILABILITY OF GAS

If the supply of available Gas diminishes to the point where continuous service to other End-Use Customers is threatened by service to Commercial or Industrial End-Use Customers, the Utility may discontinue or limit Gas Delivery and/or Gas Supply Services to any such Commercial or Industrial End-Use Customer in accordance with the provisions of Sections 10, 11, or 12 irrespective of any contracts in force.

9. RECONNECTION OF SERVICE

9.1 REQUIREMENTS AND CHARGES

Before restoration of any Gas Service Line discontinued for any of the reasons set forth in the Gas Delivery and/or Gas Supply Services rate schedules, the following applicable conditions shall be complied with, and a charge may be made sufficient to reimburse the Utility for its costs of disconnecting and reconnecting the Gas Service Line; such charge shall be pursuant to Gas Rate No. A5.

9.1.1 The violation of its Gas Delivery and/or Gas Supply Services rate schedules shall be corrected.

9.1.2 Full payment or satisfactory arrangements for the payment of all bills for Gas Delivery and/or Gas Supply Service then due must be made.

9.1.3 A cash deposit as guarantee for payment of all future Gas Delivery and/or Gas Supply Service bills shall be made.

9.1.4 Estimated amounts due the Utility by reason of any fraudulent use of Gas must be paid and a cash deposit to guarantee the payment of future bills shall be made.

9.2 SAME PARTY WITHIN ONE YEAR

Except as provided in Section 9.3, below, when reconnection of Gas Service Line at the same Premise is requested by an End-Use Customer within one year following disconnection of Gas Service Line at the request of that End-Use Customer, a charge for restoration of Gas Service Line may be made. Such charge shall be the greater of:

- a. Reconnect/Disconnect Charges as reflected on Gas Rate No. A5; or
- b. The sum of the Facilities Charges and demand charges, as prescribed by the applicable Gas Delivery Service rate schedules, for each Month the Gas Service remained discontinued.

9.3 RECONNECTION OF CUT AND CAPPED SERVICE

When reconnection of Gas Service Line is requested for a Gas Service Line that has been cut and capped, a charge may be made sufficient to reimburse the Utility for its costs of service restoration from the Meter location to an active gas main.

10. PROTECTION OF SYSTEM INTEGRITY

10.1 ATTEMPT TO MINIMIZE IMPACT

Non-Economic Operational Flow Orders, interruptions, and Curtailments are designed for use at times when the Utility, due to unforeseen conditions, must take action to protect the integrity of its system. When employing one or more of these actions, the Utility will make every safe and feasible attempt to minimize the impact to its End-Use Customers.

10.2 ORDER OF ACTION

To the extent circumstances permit, the following will be the order of actions taken by the Utility to protect its system integrity. Non-Economic Operational Flow Orders, consistent with Section 12.4, will be issued by the Utility as a first step in protecting the operational integrity of its system. Depending upon the time of year, level of overall system demand, and available gas supply volumes, a Non-Economic Operational Flow Order may be sufficient to remedy any problem that may occur. The second step to be taken by the Utility is Curtailment, consistent with Section 11.

10.3 RESUME NORMAL OPERATIONS

Once the Utility has determined that there no longer is a threat to system integrity, the Utility will begin notifying affected End-Use Customers and 3rd Party Suppliers that the previously described actions are no longer necessary and that they may resume normal operations.

11. CURTAILMENT

The Utility may order Curtailment for operating reasons (e.g., malfunction of City Gate station, malfunction of critical valve) to protect the Utility's system; when it becomes apparent gas supplies will be insufficient and protection of all essential human needs uses is contingent upon Curtailment of other uses; and, for any other reasons, as described in Rule 7.1

11.1 NOTICE

The Utility will give reasonable notice, but not less than thirty minutes, of Curtailment in accordance with the applicable provisions of applicable Gas Delivery Service rate schedules.

11.2 PENALTIES

In the event an End-Use Customer fails to comply with any Curtailment notice or order of the Utility for the End-Use Customer to reduce its hourly or daily use of Gas, the End-Use Customer may be subject to Non-Performance Charge provisions pursuant to the Gas Rate No. A4 - Non-Performance Charge, for all Gas volumes delivered in variance from the quantity ordered by the Utility.

11.3 ORDER OF CURTAILMENT

In effecting any such Curtailment, the Utility shall be entitled to curtail gas deliveries to any Commercial or Industrial End-Use Customer, other than Human Needs Customers, to a level equivalent to 15% of the End-Use Customer's Daily Gas Supply Nomination. The Utility shall first curtail or discontinue Gas Delivery and/or Gas Supply Service to End-Use Customers served under Rate Schedule D5 and D9 that commonly use large quantities of Gas and are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Utility to reduce any deficiency in the Gas Supply to all Human Needs Customers. If further curtailments are necessary, the Utility shall next curtail or discontinue Gas Delivery and/or Gas Supply Service to End-Use Customers served under Rate Schedules D3 and D4 that are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Utility to reduce any deficiency in the Gas Supply to all Human Needs Customers.

In the event of a gas supply shortage or interruption, the Utility may use the Gas volumes nominated and delivered by 3rd Party Suppliers to supply essential Human Needs Customers requirements. For all Gas so used, the Utility will pay the 3rd Party Supplier its demonstrated cost of Gas.

12. CITIZENS ENERGY SELECT

12.1 ELIGIBILITY

All End-Use Customers served under Gas Rate Nos. D3, D4, D5 and D9 are eligible to select a 3rd Party Supplier to provide them gas supply service as part of a Supplier Group.

12.1.1 SUPPLIER GROUP CHARACTERISTICS

Each Supplier Group will consist of Commercial and Industrial End-Use Customers that are a Single Account, Consolidated Account, or Aggregated Group. All accounts in the Supplier Group will have either chosen the Basic Delivery Service Option and installed Automated Meter Reading devices, or they will receive Standard Delivery Service. Each Supplier Group is administered individually by a 3rd Party Supplier for nomination and supply purposes. Basic Usage Imbalances of accounts in each Supplier Group are netted daily and monthly, as appropriate, for Commercial and Industrial End-Use Customers choosing the Basic Delivery Service Option. Usage Imbalances of accounts in each Supplier Group receiving Standard Delivery Service are netted monthly.

12.2 SIGN-UP AND CONFIRMATION

End-Use Customers in Supplier Groups will be required to confirm via e-mail an electronic Gas Delivery Service Agreement at least 21 days prior to the first day of the billing cycle when 3rd Party Supplier gas supply services commence. Upon End-Use Customer confirmation, Citizens Gas shall provide one 24-Month summary of End-Use Customer's usage by Meter to 3rd Party Suppliers. The information will be provided to 3rd Party Suppliers for the sole purpose of arranging to provide Gas supply services.

12.2.1 END-USE CUSTOMERS IN SUPPLIER GROUP BILLING CYCLE

End-Use Customers in Supplier Groups will be billed in the last billing cycle of the month. When an End-Use Customer receives 3rd Party Supplier gas supply services for the first time, the End-Use Customer's first bill may be for a longer or shorter number of days than is customary.

12.2.2 SWITCHING 3RD PARTY SUPPLIERS

End-Use Customers may switch 3rd Party Suppliers under Citizens Energy Select only on the first day of the billing cycle. 3rd Party Suppliers signing up new End-Use Customers in Supplier Groups will follow the same sign up procedures as for new End-Use Customers. A 3rd Party Supplier will notify the Utility of any End-Use Customer additions at least 21 days prior to the first day of the following bill cycle. End-Use Customers switching 3rd Party Suppliers, or 3rd Party Suppliers requesting to move End-Use Customers between its Supplier Groups will be subject to Switching Charges. End-Use Customers switching to a 3rd Party Supplier from Utility Gas Supply Service may do so at no charge. End-Use Customers are only eligible to return to Utility Gas Supply Service once in any 12-Month period, and will be subject to Switching Charges.

12.2.3 RETURN TO UTILITY GAS SUPPLY SERVICE

Once each 12-Month period, upon 21 days' notice to the Utility, End-Use Customers in Supplier Groups may elect to return to Utility Gas Supply Service on the first day of the following billing cycle, if Gas supply and pipeline capacity is available. End-Use Customers returning must remain on Utility Gas Supply Service for a minimum of one billing cycle. Any such changes will not affect the obligations under any contract between the End-Use Customer and 3rd Party Supplier.

12.3 SUPPLY ADMINISTRATION

3rd Party Suppliers are responsible for supply administration. Supply administration includes, but is not limited to providing Daily Gas Supply Nominations, ensuring Daily Gas Supply Deliveries, and managing balancing requirements.

12.3.1 GAS SUPPLY NOMINATIONS AND SCHEDULING

3rd Party Suppliers of Supplier Groups are required to provide an estimate of Daily Gas Supply Nominations to the Utility for the following Month, by no later than 5 calendar days prior to the beginning of the Month. All Daily Gas Supply Nominations and Daily Gas Supply Deliveries must include the allowances for Unaccounted-For Gas and Company Use Gas as approved by the Commission in Gas Rate No. S4. Daily Gas Supply Nominations must be reasonable, in the Utility's judgment, based on previously estimated daily nominations and will be accepted at the Utility's discretion. Intra-day nominations will be allowed pursuant to rules of the interstate pipeline.

3rd Party Suppliers will provide Daily Gas Supply Nominations to the Utility. All nominations shall include at a minimum: name of 3rd Party Supplier, name and phone number of individual submitting the nomination, pipeline transportation contract number, applicable Supplier Group, date for which nomination applies, and type of nomination submitted.

On a seasonal basis, 3rd Party Suppliers of Supplier Groups are required to provide a specified percent of their Daily Gas Supply Nominations on the Panhandle Eastern Pipe Line and the remainder of their Daily Gas Supply Nominations on the other pipelines connected to the Utility's system (in any combination). For purposes of this section, deliveries on Rockies Express Pipeline and Heartland Gas Pipeland should be considered as one delivery point. Subject to the terms of the Settlement Agreement in Cause No. 41605, the Utility will allow, on a first-come, first served basis, End-Use Customers with annual usage greater than 1,000,000 Therms, to notify the Utility, in writing, of an intent to nominate volumes that do not comply with the previously stated requirement of equal nomination amounts on all interstate pipelines connected to the Utility's distribution system, pursuant to Gas Rate Nos. D5 and D9.

| Season | Panhandle Eastern Pipeline | Other Pipelines Connected to the Utility's System |
|------------------------------|----------------------------|---|
| Winter (November – March) | 50% | 50% |
| Shoulder (April and October) | Up to 75% | Up to 75% |
| Summer (May – September) | Up to 100% | Up to 100 % |

12.3.2 GAS SUPPLY DELIVERIES AND IMBALANCE PROVISIONS

Daily Gas Supply Nominations and Daily Gas Supply Deliveries must be equal for End-Use Customers in Supplier Groups to avoid Delivery Imbalances, subject to Non-Performance Charges.

Usage Imbalances will be netted on a monthly basis, and Basic Usage Imbalances will be netted on a daily basis, within a single Supplier Group. Netted Usage Imbalances and Basic Usage Imbalances are subject to provisions of Usage Balancing Service and Basic Usage Balancing Service, and Non-Performance Charges.

12.3.3 3RD PARTY SUPPLIER DEFAULT

3rd Party Suppliers will be considered in default if three (3) days have elapsed and no Daily Gas Supply Deliveries are made on behalf of applicable End-Use Customers. Gas volumes consumed by End-Use Customers during the three (3) day period will be subject to Non-Performance Charges, Gas Rate No. A4 and billed to 3rd Party Suppliers. 3rd Party Suppliers in default will forfeit the right to provide gas supply services to End-Use Customers. If a 3rd Party Supplier defaults, starting on the fourth day of default, End-Use Customers will be provided Variable-Rate Gas Supply Service, Gas Rate No. S1.

12.4 NON-ECONOMIC OPERATIONAL FLOW ORDERS

The Utility, in its discretion, shall have the right to issue a Non-Economic Operational Flow Order (“OFO”) during a Critical Period. A Critical Period may be declared by the Utility at any time a material and significant threat to the operational integrity of the Utility’s system occurs, or there is a reasonable basis to anticipate a threat will occur.

12.4.1 CONDITIONS

Such conditions include, but are not restricted to operation of any area of the Utility’s system at or near design capacity; failure or operational constraint of the Utility’s transmission, distribution or gas storage facilities; system pressure, affected by pipeline delivery pressures or other unusual conditions; declaration of an operational flow order or equivalent by pipelines supplying Gas to the Utility’s distribution system; or under deliveries from 3rd Party Suppliers.

12.4.2 NOTICE

Notice of the Non-Economic OFO will be given as far in advance as practicable, but not less than two hours prior to the effective time, using reasonable efforts to notify affected 3rd Party Suppliers.

12.4.3 PROVISIONS

Each Non-Economic OFO notification will contain the following provisions, to the extent possible: time and date of issuance; time that the Non-Economic OFO is considered to be effective; duration of the Non-Economic OFO; if no duration is specified, the Non-Economic OFO will be effective until further notice; the party or parties receiving the Non-Economic OFO; the condition requiring the Non-Economic OFO; the conduct or actions required to remedy the operating condition requiring the issuance of the Non-Economic OFO; and any other terms the Utility may reasonably require to ensure the effectiveness of the Non-Economic OFO.

12.4.4 REQUIREMENTS

A Non-Economic OFO may require a 3rd Party Supplier to deliver for End-Use Customer use a specified quantity of Gas to a designated point of receipt. The specified quantity will be based on each End-Use Customer's expected usage, and will be between zero and the End-Use Customer's Maximum Daily Quantity.

12.4.5 PENALTIES

Failure to comply with a Non-Economic OFO will result in the application of the Non-Economic OFO imbalance charges specified in Basic Usage Balancing Service, or Non-Performance Charges, for all Gas volumes delivered in variance from the quantity ordered by the Utility.

12.5 END-USE CUSTOMER BILLING AND PAYMENT

Bills will be issued Monthly by the Utility, for both Gas Delivery and Gas Supply Services. Charges for Administrative Services provided to End-Use Customers will be provided in separate Monthly bills issued by the Utility. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day.

12.5.1 End-Use Customers returning to Utility Gas Supply Service may do so at the Utility's discretion, but may be required to pay a deposit pursuant to Section 3.

12.5.2 The Automatic Bank Deduction Plan shall be a payment plan whereby the billed amount is deducted each Month from the End-Use Customer's checking account by the End-Use Customer's authorized financial institution. The Utility shall continue to provide to the End-Use Customer a Monthly bill containing all appropriate charges for Gas Delivery and/or Gas Supply Services.

12.6 LIABILITY

The Utility shall not be deemed to be in control and possession of 3rd Party Supplier or End-Use Customer Gas until such Gas has been delivered to the Utility at the City Gate. Gas shall be and shall remain the property of the End-Use Customer while being delivered by the Utility. The End-Use Customer shall be responsible for maintaining all insurance it deems necessary to protect any property interests in such Gas, during and after receipt by Utility.

12.7 SUPPLIER BILLING AND PAYMENT

Charges for all Administrative Services provided to 3rd Party Suppliers will be billed Monthly. Bills are payable to the office of the Utility or to an authorized agent within seventeen (17) days from the date mailed. When the seventeenth (17th) day falls on Sunday or a legal holiday, the seventeen-day period shall be considered to end with the next business day. A 3rd Party Supplier not remitting payment within thirty (30) days will be subject to late payment charges of 10%. Any 3rd Party Supplier not remitting payment within sixty (60) days will be in default and may be subject to disqualification for provision of gas supply services to End-Use Customers.

13. SUPPLIER ACCESS REQUIREMENTS

13.1 BUSINESS REGISTRATION/OWNERSHIP AFFILIATIONS

13.1.1 Any person seeking to become a 3rd Party Supplier (referred to as "Supplier Applicant" for purposes of Section 13) must file an application containing the following information:

- a. Supplier Applicant's name, federal tax identification number, business address, telephone number, facsimile number, and e-mail address;
- b. Supplier Applicant's ownership structure, including parent, subsidiaries and affiliated companies; and,

- c. The names, addresses and telephone numbers of two (2) financial institution credit references, and two (2) trade credit references, along with a brief description of the relationship and high credit amount (in the most recent twelve (12) Months) associated with each relationship.

13.1.2 Application must be accompanied by:

- a. Audited financial statements (balance sheets, income statements, and cash flow statements) of the Applicant for the last two (2) years;
- b. Proof of creditworthiness satisfactory to Utility to protect against damages resulting from the Supplier Applicant's failure to deliver Gas to End-Use Customers and to assure payment of any charges for any such failure, which may include at Utility's option an irrevocable letter of credit or financial guaranty from the Supplier Applicant in the amount of \$250,000, or two (2) times the value of the highest monthly Gas usage of the Supplier Applicant's aggregated End-Use Customers, whichever is greater. The Utility may request that qualified 3rd Party Suppliers increase the level of the letter of credit or financial guaranty should the reported value of the 3rd Party Suppliers' aggregated End-Use Customers' Gas usage increase by greater than 25%;
- c. A copy of the Supplier Applicant's most recent Dun & Bradstreet "Comprehensive Report," and
- d. An application fee of \$1,000.

13.1.3 Utility shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.

13.2 3rd PARTY SUPPLIER AGREEMENT WITH UTILITY

13.2.1 Upon approval of the 3rd Party Supplier's application, the 3rd Party Supplier agrees to deliver Gas, on behalf of 3rd Party Supplier's End-Use Customers in accordance with, and to abide by, the Utility's requirements and procedures for supplying Gas to End-Use Customers contained herein.

13.2.2 If 3rd Party Supplier fails to deliver Gas in accordance with its End-Use Customer's requirements for such service, Utility shall, if necessary, provide Gas on a temporary basis to the affected customer(s) and shall bill the 3rd Party Supplier the Non-Performance Charges as reflected on Gas Rate No. A4.

13.3 END-USE CUSTOMER PROTECTION - FAIR MARKETING PRACTICES

13.3.1 3rd Party Suppliers shall refrain from engaging in communications or practices with End-Use Customers that are discriminatory, predatory, fraudulent, deceptive or misleading.

13.3.2 3rd Party Suppliers shall act in good faith to assist End-Use Customers requesting to be switched to alternative 3rd Party Suppliers, subject to the applicable terms of the agreement between the 3rd Party Supplier and the End-Use Customer.

13.3.3 A 3rd Party Supplier shall not purport to enroll an End-Use Customer without a valid, written or electronic agreement signed, or confirmed by e-mail, by the End-Use Customer.

13.4 END-USE CUSTOMER PROTECTIONS – END-USE CUSTOMER AGREEMENTS

13.4.1 Unless otherwise agreed to by the End-Use Customer, 3rd Party Suppliers shall include in the agreement between the 3rd Party Supplier and End-Use Customer, the following terms:

- a. A description of the End-Use Customer's rights, obligations and responsibilities;
- b. The term of the agreement;
- c. A detailed description of all charges for which the End-Use Customer is responsible;
- d. A clear and concise explanation of how the agreement may be terminated, renewed or extended;
- e. An assurance that the 3rd Party Supplier will provide thirty (30) days written notice to the End-Use Customer before ceasing to deliver Gas supply to the Utility on the End-Use Customer's behalf pursuant to Section 13.6.1 or 13.6.2;

- f. A requirement that the 3rd Party Supplier provide sixty (60) days written notice to the End-Use Customer before automatically renewing the End-Use Customer's agreement;
- g. A description of the 3rd Party Supplier's dispute resolution process.

13.5 END-USE CUSTOMER PROTECTION - RELIABILITY AND DELIVERABILITY PRACTICES

13.5.1 3rd Party Suppliers shall maintain sufficient delivery capability and supply, including backup supply if necessary, to meet the End-Use Customer's requirements, as established in the 3rd Party Suppliers' supply agreement with the End-Use Customers.

13.5.2 3rd Party Suppliers shall comply with the approved Utility Gas Rates.

13.6 END-USE CUSTOMER PROTECTION - DISCONTINUANCE OF SERVICE

13.6.1 Unless otherwise agreed to by the Utility and the End-Use Customer, 3rd Party Suppliers shall provide no less than thirty (30) days prior written notice to the End-Use Customer and the Utility of the termination of a gas supply agreement.

13.6.2 Unless otherwise agreed to by the Utility and the End-Use Customer, 3rd Party Suppliers may cease to deliver gas supply to the Utility on behalf of an End-Use Customer after providing thirty (30) days written notice to the End-Use Customer and the Utility for any one of the following reasons:

- a. A violation of the agreement between the 3rd Party Supplier and an End-Use Customer or any failure to comply with applicable codes, rules or regulations regarding gas service.
- b. Nonpayment of a delinquent bill.

13.7 PENALTIES

13.7.1 A 3rd Party Supplier's right to contract with End-Use Customers with facilities located within the area served by the Utility may be terminated if the Commission or the Utility finds that any 3rd Party Supplier has engaged in fraudulent or misleading communications or practices with respect to its dealing with End-Use Customers.

- 13.7.2** A 3rd Party Supplier's right to contract with End-Use Customers also may be terminated if the 3rd Party Supplier fails to remit payment for current charges for more than 60 days. Utility may draw on the 3rd Party Supplier's letter of credit or enforce the financial guaranty to recover unpaid charges to the Utility.
- 13.7.3** Should a 3rd Party Supplier's right to contract with End-Use Customers be terminated, any affected End-Use Customers automatically will be provided Gas Supply Service under Gas Rate No. S1 – Variable - Rate Gas Supply Service, unless End-Use Customer otherwise makes arrangements with another 3rd Party Supplier.

13.8 END-USE CUSTOMER INFORMATION

- 13.8.1** In the absence of the express consent by an End-Use Customer, 3rd Party Suppliers shall not resell or otherwise collect for distribution any information regarding that End-Use Customer with facilities located within the area served by the Utility.