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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 & Coke Utility  
2020 North Meridian Street  
Indianapolis, Indiana 46202

James A. Wade  
Chairman and President  
Board of Directors

Carey B. Lykins  
President, and  
Chief Executive Officer

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**TERMS AND CONDITIONS**  
**I.U.R.C. CAUSE NO.42767**

**EFFECTIVE: October 23, 2006**

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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:

**1.0 3<sup>RD</sup> PARTY SUPPLIER**

Any entity, other than the Utility, qualified under Section 14 to provide gas supply services within the Utility's service area.

**1.1 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, banking, 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. All Meters must be read in the same meter reading district, or have Automated Meter Reading equipment installed.

**1.2 APPLICANT**

Any individual, partnership, association, firm, public or private corporation, 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.

**1.3 AUTOMATED METER READING**

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

**1.4 BANKING AND BALANCING**

Services provided by the Utility as a part of Gas Delivery Service, that, with respect to Balancing, accommodate the usage swings of End-Use Customers and, with respect to Banking, provide the ability to store gas for later use.

**1.5 BANKING INJECTION NOMINATION**

The volumes designated by or on behalf of an End-Use Customer to be delivered to the Utility's City Gate for the purpose of increasing volumes of Gas in the End-Use Customer's storage bank for the End-Use Customer's later use.

**1.6 BANKING WITHDRAWAL NOMINATION**

The volumes designated by or on behalf of an End-Use Customer for the purpose of decreasing the volume of Gas in the End-Use Customer's storage bank for the End-Use Customer's current use.

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- 1.7 BANKING VOLUME INJECTION QUANTITY**  
1/150<sup>th</sup> of Customer Banking Volumes available to nominate for daily injection into the Utility's underground storage fields by or on behalf of an End-Use Customer.
- 1.8 BANKING VOLUME WITHDRAWAL QUANTITY**  
Means 1/75<sup>th</sup> of the Customer Banking Volumes available to nominate for daily withdrawal from the Utility's underground storage fields by or on behalf of an End-Use Customer.
- 1.9 BASIC DELIVERY SERVICE OPTION**  
An option for General Heating, General Non-Heating, and Large Volume 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 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 3<sup>rd</sup> Party Supplier.
- 1.10 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.
- 1.11 CITIZENS ENERGY SELECT**  
The program offered by the Utility that provides End-Use Customers with the option of choosing a 3<sup>rd</sup> Party Supplier for their Gas Supply Service.
- 1.12 CITY GATE**  
The delivery/receipt point between intra and interstate pipelines supplying Gas to the Utility's gas distribution system.
- 1.13 COMMERCIAL 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.
- 1.14 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 Customers.



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**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 need uses.

**1.18 CUSTOMER BANKING VOLUMES**

A volume of gas effectively representing capacity in the Utility's underground storage fields that an End-Use Customer may be conditionally granted annually. It does not represent any control or ownership of the Utility's storage fields but only an End-Use Customer's conditional use of them. 3<sup>rd</sup> Party Suppliers, or Customers acting as their own Supply Agent, are responsible for providing daily Banking Injection Nominations and Banking Withdrawal Nominations to the Utility pursuant to its Gas Delivery Service rate schedules, consistent with a granted Customer Banking Volume.

**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, plus Banking Volume quantities scheduled 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, plus Banking Volume quantities nominated 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, or an End-Use Customer acting as its own Supply Agent. Also can mean, for an End-Use Customer in a Supplier Pool, the difference between Forecasted Daily Requirements and Daily Gas Supply Deliveries.

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**1.24 ECONOMIC OPERATIONAL FLOW ORDER**

A directive issued by the Utility to a 3<sup>rd</sup> Party Supplier, or to an End-Use Customer acting as its own Supply Agent, to closely balance Daily Gas Supply Deliveries with the volume of Gas consumed by the End-Use Customer when, in its 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 ELECTION PERIOD**

A one-month period of time during which End-Use Customers electing Basic Delivery Service may opt-out of Banking Service, or request Incremental Banking Volumes.

**1.26 END-USE CUSTOMER**

Any individual partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof receiving Gas Delivery Services and/or Gas Supply Services. The term End-Use Customer shall not include 3<sup>rd</sup> Party Suppliers that may be Customers of the Utility for Administrative Services.

**1.27 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.

**1.28 FORECASTED DAILY REQUIREMENTS**

Daily projections of the quantity of Gas to be consumed the following day by End-Use Customers in Supplier Pools. Forecasted Daily Requirements will be provided by the Utility to 3<sup>rd</sup> Party Suppliers no later than 24 hours in advance of the Gas Day.

**1.29 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.

**1.30 GAS DAY**

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

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**1.31 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 Banking and Balancing, except as provided in the Basic Delivery Option of the Delivery Service tariffs.

**1.32 GAS DELIVERY SERVICE AGREEMENT**

The required agreement between the Utility and an End-Use Customer with usage greater than 50,000 Therms annually.

**1.33 GAS MANAGEMENT SYSTEM OR GMS**

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

**1.34 GAS SERVICE LINE**

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

**1.35 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.

**1.36 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.

**1.37 HUMAN NEEDS CUSTOMER**

A Residential Customer, a Commercial 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.

**1.38 INCREMENTAL BANKING VOLUMES**

Banking Volumes made available by End-Use Customers electing Basic Delivery Service, who have elected to opt-out of Banking Service.

**1.39 INDUSTRIAL CUSTOMER**

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

**1.40 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.

**1.41 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.

**1.42 MAXIMUM DAILY QUANTITY**

The total connected gas load times 24 hours.

**1.43 METER**

A device for measuring the quantity of Gas used. Two (2) 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.

**1.44 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.

**1.45 MONTHLY CASH OUT**

A month-end calculation of charges and credits pertaining to Usage Balancing Service, and Basic Usage Balancing Service for 3<sup>rd</sup> Party Suppliers or End-Use Customers acting as their own Supply Agent.

**1.46 NON-ECONOMIC OPERATIONAL FLOW ORDER**

A directive issued by the Utility, pertaining to a Critical Period, to a 3<sup>rd</sup> Party Supplier, or to an End-Use Customer acting as its own Supply Agent, 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.

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**1.47 OPT-OUT BANKING VOLUME**

The Customer Banking Volumes of an eligible End-Use Customer, who has elected to opt-out of Banking Service.

**1.48 OPT-OUT USAGE**

The annual load, measured from the most recently available October 1 to September 30 period, of an End-Use Customer who has elected to opt-out of Banking Service.

**1.49 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.

**1.50 RESIDENTIAL CUSTOMER**

An End-Use Customer receiving 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 Customer also includes End-Use Customers receiving 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.

**1.51 SINGLE ACCOUNT**

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

**1.52 STANDARD DELIVERY SERVICE**

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

**1.53 STORAGE WACOG**

The total weighted average cost of Gas, including demand costs, stored in the Utility's underground storage fields at any point in time.

**1.54 SUPPLIER APPLICANT**

Any individual, partnership, association, firm, public or private corporation, 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.

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**1.55 SUPPLIER GROUP**

End-Use Customers having individual annual usage at a single meter in excess of 50,000 therms who are provided Gas Supply services by the same 3<sup>rd</sup> Party Supplier. Supplier Groups are entirely composed of either End-Use Customers choosing the Basic Delivery Service Option, or End-Use Customers in a single meter reading district. 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.

**1.56 SUPPLIER POOL**

End-Use Customers of a 3<sup>rd</sup> Party Supplier each with annual usage at a single meter of less than 50,000 therms. End-Use Customers in Supplier Pools will have Forecasted Daily Requirements of Gas usage provided to their 3<sup>rd</sup> Party Supplier 24 hours in advance of the Gas Day.

**1.57 SUPPLY AGENT**

A Single Account, Consolidated Account or Aggregated Account End-Use Customer who contracts, purchases and manages delivery of its own gas supply, taking on the duties and responsibilities of a 3<sup>rd</sup> Party Supplier. Only End-Use Customers who have elected the Basic Delivery Service Option are eligible to act as their own Supply Agent.

**1.58 THERM**

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

**1.59 USAGE IMBALANCES**

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

**1.60 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 & Coke Utility, 2020 North Meridian Street, Indianapolis, Indiana 46202.

**1.61 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.

**1.62 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.

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**2. APPLICATION OF TARIFF**

**2.1 FILING AND PUBLICATION**

- 2.11** 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.
- 2.12** 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.
- 2.13** 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.
- 2.14** 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**

- 2.21** A written application and/or contract, properly executed in a form acceptable to the Utility, may be required from the End-Use Customer or 3<sup>rd</sup> 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.
- 2.22** 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.
- 2.23** The End-Use Customer shall give the Utility written notice in advance of any material change either in 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 delivered Gas by the Utility.

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- 2.24** 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.
- 2.25** 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.
- 2.26** 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** Pursuant to the I.U.R.C. Rules, the Utility may require a Residential Customer or Applicant for Gas Delivery and/or Gas Supply Services as a Residential Customer to pay a cash deposit as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services.
- 3.2** The Utility may require Non-Residential End-Use Customers or Applicants for Gas Delivery and/or Gas Supply Services that are not Residential 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 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 commission in a general administrative order for each calendar year.
- 3.4** Deposits from Residential Customers will be refunded after the Residential Customer has established an acceptable payment record in accordance with the I.U.R.C. Rules. The deposit of any Non-Residential End-Use Customer or the deposit of a Residential Customer who fails to establish an acceptable payment record may be retained by the Utility until Gas Delivery and/or Gas Supply Services are discontinued.



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- 3.5** Upon discontinuance of Gas Delivery and/or Gas Supply Services, the deposit and earned interest, if any, will be applied to the payment of any outstanding bills. The 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 Disposition of Unclaimed Property Act (Indiana Code 32-9-1-1, et seq).
- 3.6** When a gas main extension is required to serve any End-Use Customer(s) or Applicant(s) for Gas Delivery and/or Gas Supply Services, and such extension is not economically feasible, the Utility may require a deposit and/or contract, and make refunds thereafter, all in accordance with the I.U.R.C. Rules.

#### **4. BILLING AND PAYMENT OF BILLS**

- 4.1** Subject to Section 14.51, The Utility will issue bills to End-Use Customers on a monthly basis for both Gas Delivery and Gas Supply Services. 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.
- 4.2** The Utility shall provide various billing plans whereby alternative payment options are available.
- 4.21** The Utility shall provide a Budget Plan for payment of bills by the End-Use Customer whereby the annual bill as estimated by the Utility is divided into even monthly payments. The amount actually paid by the End-Use Customer shall be balanced with the amount of gas usage actually billed to the End-Use Customer and any difference shall be paid (or credited).
- 4.22** 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.
- 4.3** 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.

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- 4.4** When for good cause 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.
- 4.5** If payment for a 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.
- 4.51** The Utility may add a late payment charge to an End-Use Customer's delinquent bill; such charge will be ten percent (10%) on the first three dollars of Gas Supply and Gas Delivery Service charges (\$3.00) and three percent (3%) on the amount in excess of three dollars (\$3.00).
- 4.52** A charge may be made for making a call to the End-Use Customer's premises to collect a delinquent account; such charge to the End-Use Customer shall be fourteen dollars (\$14.00).
- 4.53** A charge may be made for handling a check from an End-Use Customer returned unpaid by any financial institution; such charge shall be eleven dollars (\$11.00).
- 4.6** 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.
- 4.7** 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:
- 4.71** Immediately disconnect such Gas Delivery and/or Gas Supply Services without notice pursuant to Rule 8.3.
- 4.72** 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.
- 4.73** 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.

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**5. METERING AND RESALE**

- 5.1** 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** 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.

  - 5.21** 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 to entities outside the jurisdiction of the Indiana Utility Regulatory Commission for use in appropriately equipped natural gas powered vehicles.
- 5.3** 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** 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** 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 saturated with water vapor.

  - 5.51** The billing unit, for the purpose of billing Gas consumption, shall be one Therm on the measurement basis specified in Rule 5.52 below.
  - 5.52** 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.
- 5.6** 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.

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- 5.7** 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** Certain End-Use Customers 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 3<sup>rd</sup> 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** 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** 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** 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** 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.

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- 6.5** 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** 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** 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**

- 7.11** 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.
- 7.12** 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**

- 7.21** 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

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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.

- 7.22** 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.
- 7.23** The Utility's employee or agent shall have 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.
- 7.24** 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.
- 7.25** 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.
- 7.26** 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.
- 7.27** 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.

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**8. DISCONTINUANCE OF SERVICE**

- 8.1** 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** 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** 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:
- 8.31** Where a condition dangerous or hazardous to life, physical safety, or property exists.
- 8.32** Upon order by any Court, the 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).
- 8.33** 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.
- 8.34** 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.
- 8.35** Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Utility Gas Delivery and/or Gas Supply Services as defined by Indiana Code 35-43-5-6.

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- 8.4** 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 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:
- 8.41** 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.
- 8.42** Nonpayment of a delinquent bill.
- 8.43** Refusal or failure when requested to make a cash deposit or an increased cash deposit, to assure payment of bills.
- 8.44** 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. 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** 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:
- 8.51** The Residential Customer is either receiving or is eligible for and has applied for assistance under the Home Energy Assistance program pursuant to Indiana Code 4-27-5 or such program, if any, that may replace it.
- 8.52** The Residential Customer has completed an application for assistance pending at the Department of Aging and Community Service or its designee and has provided the Utility with proof of said application, or the Utility has been notified in writing by the Department of Aging and Community Service or its authorized representatives.
- 8.6** Residential Customer may request the Utility notify a predesignated third party of a Gas Service Line disconnection notice issued to the Residential 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 predesignated third party, by mail, of the pending service disconnection at



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the time the Utility renders the disconnection notice to the Residential Customer. The Utility may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Utility.

- 8.7** 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 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** 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 Customers, the Utility may discontinue or limit Gas Delivery and/or Gas Supply Services to any such Commercial or Industrial Customer in accordance with the provisions of Sections 10, 11, or 12 irrespective of any contracts in force.

## **9. RECONNECTION OF SERVICE**

- 9.1** 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 forty-four dollars (\$44.00) per Meter.
- 9.11** The violation of its Gas Delivery and/or Gas Supply Services rate schedules shall be corrected.
- 9.12** Full payment or satisfactory arrangements for the payment of all bills for service then due must be made.
- 9.13** A cash deposit as guarantee for payment of all future bills shall be made.
- 9.14** 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.

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- 9.2** Except as provided in Section 9.3, below, when reconnection of Gas Service Line 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. Forty-four dollars (\$44.00), or
  - b. The sum of the facilities charges, as prescribed by the applicable Gas Delivery Service rate schedules, for each month the Gas Service remained discontinued.
- 9.3** 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** 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** 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 12.
- 10.3** Once Citizens has determined that there no longer is a threat to system integrity, the Utility will begin notifying affected End-Use Customers and 3<sup>rd</sup> 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 7.11.

**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.

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**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 Non-Performance Charge rate schedule, 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 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 Schedules 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 3<sup>rd</sup> Party Suppliers to supply essential Human Needs Customers requirements. For all Gas so used, the Utility will pay the 3<sup>rd</sup> 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 with annual usage greater than 50,000 Therms, are eligible to select a 3<sup>rd</sup> Party Supplier to provide them gas supply service as part of a Supplier Group, or to act as their own Supply Agent. All remaining End-Use Customers under Gas Rate Nos. D3, D4, D5 and D9 are eligible to choose a 3<sup>rd</sup> Party Supplier as part of a Supplier Pool.

**12.11 SUPPLIER GROUP CHARACTERISTICS**

Each Supplier Group will consist of Commercial and Industrial 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 and will appear in the same Utility meter reading district for billing purposes. End-Use Customers receiving Standard Delivery Service will be in a Supplier Group that contains customers in the same Utility meter reading district. The End-Use Customer's Utility meter reading district will not change for purposes of determining the End-Use Customer's Supplier Group. Each Supplier Group is administered individually by a 3<sup>rd</sup> Party

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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 Customers choosing the Basic Delivery Service Option. Usage Imbalances of accounts in each Supplier Group receiving Standard Delivery Service are netted monthly.

#### **12.12 SUPPLIER POOL CHARACTERISTICS**

Each Supplier Pool will consist of Commercial or Industrial Customers each with individual usage of less than 50,000 Therms annually, and combined usage of 100,000 Therms. End-Use Customers within Supplier Pools may appear in any Utility meter reading district for billing purposes. Each Supplier Pool is administered individually by a 3<sup>rd</sup> Party Supplier for nomination and supply purposes. 3<sup>rd</sup> Party Suppliers of End-Use Customers in a Supplier Pool will be notified on a daily basis as to the level of Forecasted Daily Requirements to be delivered by the 3<sup>rd</sup> Party Supplier on behalf of each End-Use Customer, for the following Gas Day.

#### **12.13 SUPPLY AGENT CHARACTERISTICS**

Each End-Use Customer acting as its own Supply Agent will have elected the Basic Delivery Service Option. Each Supply Agent is administered individually for nomination and supply purposes and takes on the duties and responsibilities of a 3<sup>rd</sup> Party Supplier. Basic Usage Imbalances are not netted.

### **12.2 SIGN-UP AND CONFIRMATION**

End-Use Customers in Supplier Groups with annual usage greater than 50,000 therms will be required to complete a Gas Delivery Service Agreement at least 21 days prior to the first day of the billing cycle when 3<sup>rd</sup> Party Supplier gas supply services commence.

End-Use Customers in Supplier Pools will not be required to complete a Gas Delivery Service Agreement. 3<sup>rd</sup> Party Suppliers of Supplier Pools will be required to provide the Utility with a list of End-Use Customer accounts, including the 12-digit Citizens Gas account number, 21 days prior to the first day of the billing cycle when 3<sup>rd</sup> Party Supplier Gas Supply services commence. Upon receipt of the list, the Utility will notify End-Use Customers, by letter, confirming that the designated 3<sup>rd</sup> Party Supplier will commence providing Gas Supply services to them the first day of the following billing cycle.

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**12.21 SWITCHING 3<sup>RD</sup> PARTY SUPPLIERS**

End-Use Customers may switch 3<sup>rd</sup> Party Suppliers under Citizens Energy Select only on the first day of the billing cycle. 3<sup>rd</sup> Party Suppliers signing up new End-Use Customers in Supplier Groups, or in Supplier Pools, will follow the same sign up procedures as for new End-Use Customers. A 3<sup>rd</sup> 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 3<sup>rd</sup> Party Suppliers, or 3<sup>rd</sup> Party Suppliers requesting to move End-Use Customers between its Supplier Groups or Supplier Pools more than once in a calendar year will be subject to Switching Charges. End-Use Customers are only eligible to return to Utility Gas Supply Service once in any 12-month period.

**12.22 RETURN TO UTILITY GAS SUPPLY SERVICE**

Once each 12-month period, upon 21 days' notice to the Utility, End-Use Customers in Supplier Pools may elect to return to Utility Gas Supply Service on the first day of the following billing cycle. End-Use Customers in Supplier Groups, or acting as their own Supply Agent may return to Utility Gas Supply Service under the same conditions, 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 3<sup>rd</sup> Party Supplier.

**12.3 SUPPLY ADMINISTRATION**

3<sup>rd</sup> Party Suppliers, or End-Use Customers acting as their own Supply Agent, are responsible for supply administration. Supply administration includes, but is not limited to providing Daily Gas Supply Nominations, ensuring Daily Gas Supply Deliveries, managing balancing requirements, and providing billing data to the Utility for each individual End-Use Customer.

**12.31 FORECASTED DAILY REQUIREMENTS**

The Utility will calculate Forecasted Daily Requirements for End-Use Customers in Supplier Pools. Forecasted Daily Requirements will be provided by the Utility to 3<sup>rd</sup> Party Suppliers no later than 24 hours prior to the beginning of the Gas Day.

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**12.32 GAS SUPPLY NOMINATIONS AND SCHEDULING**

3<sup>rd</sup> Party Suppliers of Supplier Groups, or End-Use Customers acting as their own Supply Agent, 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 an allowance of 0.6% for Company Use Gas. Daily Gas Supply Nominations must include a separate Banking Injection Nomination or Banking Withdrawal Nomination if applicable. 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.

3<sup>rd</sup> Party Suppliers and End-Use Customers acting as their own Supply Agent will provide Daily Gas Supply Nominations to the Utility. All nominations shall include at a minimum: name of 3<sup>rd</sup> Party Supplier, name and phone number of individual submitting the nomination, pipeline transportation contract number, applicable Supplier Group or Supplier Pool, or End-Use Customer, date for which nomination applies, and type of nomination submitted.

3<sup>rd</sup> Party Suppliers of Supplier Groups and Supplier Pools, and End-Use Customers acting as their own Supply Agent, are required to provide 50% of their Daily Gas Supply Nominations on the Panhandle Eastern Pipe Line and the remaining 50% of their Daily Gas Supply Nominations on the Texas Gas Transmission Pipeline and/or Heartland Gas Pipeline (in any combination). 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.

**12.33 CUSTOMER BANKING VOLUMES**

End-Use Customers of 3<sup>rd</sup> Party Suppliers, or an End-Use Customer acting as its own Supply Agent, will be granted Customer Banking Volumes for use throughout the year. All Customer Banking Volumes requested to be injected or withdrawn must be nominated in accordance with required nomination procedures.

Customer Banking Volumes will remain with End-Use Customers should they switch 3<sup>rd</sup> Party Suppliers, and will transfer from the former 3<sup>rd</sup> Party Supplier to the new 3<sup>rd</sup> Party Supplier, effective at the same time as the change in 3<sup>rd</sup> Party Supplier. The level of Customer Banking Volumes granted will be reviewed periodically by the Utility.

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End-Use Customers electing Basic Delivery Service, with annual usage in excess of 1,000,000 Therms annually, may opt-out of Banking Service, pursuant to Gas Rate Nos. D5 and D9. An End-Use Customer must sign an agreement with the Utility to opt-out of Banking Service for the elected 12-month period.

Any End-Use Customer desiring to resubscribe to Banking Service may do so, but only if sufficient capacity either exists, or can be procured by the Utility. Any costs that are the direct result of the customer returning to Banking Service, including but not limited to pipeline capacity costs and costs for storage services incurred by the Utility to return the End-Use Customer to Banking Service, will be directly charged to the returning End-Use Customer.

After an End-Use Customer has provided written notice to opt-out under this section, the End-Use Customer will continue as an opt-out customer unless that customer wishes to change and does so in accordance with the provisions of this section. Subject to the previous sentence, subsequent to the initial opt-out period, beginning in February, 2004, to the extent not otherwise limited by this section, End-Use Customers will notify Citizens that they are electing to opt-out of Banking Service during the month of February ("Election Period") of each year. The election will become effective starting April 1 of that same year and remain effective through March 31, of the following year. Confirmation of the election will be returned to the End-Use Customer during the month of March immediately following the Election Period.

Annually, during the Election Period, the Utility will make available Incremental Banking Volumes, through Incremental Banking Service, under Gas Rate No. A9, to all End-Use Customers purchasing gas supply from a 3<sup>rd</sup> Party Supplier or End-Use Customers acting as their own Supply Agent.

#### **12.34 GAS SUPPLY DELIVERIES AND IMBALANCE PROVISIONS**

Daily Gas Supply Nominations and Banking Injections or Withdrawals must be equal to Forecasted Daily Requirements for End-Use Customers in Supplier Pools in order to avoid Delivery Imbalances, subject to Non-Performance Charges.

Daily Gas Supply Nominations and Daily Gas Supply Deliveries must be equal for End-Use Customers in Supplier Groups, or an End-Use Customer acting as its own Supply Agent, to avoid Delivery Imbalances, subject to Non-Performance Charges.

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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.

#### **12.35 3<sup>RD</sup> PARTY SUPPLIER DEFAULT**

3<sup>rd</sup> Party Suppliers, or End-Use Customers acting as their own Supply Agent, 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. 3<sup>rd</sup> Party Suppliers in default will forfeit the right to provide gas supply services to End-Use Customers. If a 3<sup>rd</sup> Party Supplier defaults, starting on the fourth day of default, End-Use Customers will be provided Supply of Last Resort Service, Gas Rate No. S3.

### **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.

#### **12.41 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 3<sup>rd</sup> Party Suppliers.

#### **12.42 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 3<sup>rd</sup> Party Suppliers, or End-Use Customers acting as their own Supply Agent.



**12.43 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.

**12.44 REQUIREMENTS**

A Non-Economic OFO may require a 3<sup>rd</sup> Party Supplier or End-Use Customer acting as its own Supply Agent 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.

**12.45 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, or, if applicable, gas supply services provided by 3<sup>rd</sup> Party Suppliers. Charges for Administrative Services provided to End-Use Customers will be provided in separate monthly bills issued by the

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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. Following receipt of the End-Use Customer's payment, the Utility will remit funds received for gas supply services provided to 3<sup>rd</sup> Party Suppliers once per week.

**12.51** 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.

**12.52** 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Party Supplier not remitting payment within thirty (30) days will be subject to late payment charges of 10%. Any 3<sup>rd</sup> 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.

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**13. SUPPLIER ACCESS REQUIREMENTS**

**13.1 BUSINESS REGISTRATION/OWNERSHIP AFFILIATIONS**

**13.11** Any person seeking to become a 3<sup>rd</sup> Party Supplier (referred to as "Supplier Applicant" for purposes of Section 14) 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.

**13.12** 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 3<sup>rd</sup> Party Suppliers increase the level of the letter of credit or financial guaranty should the reported value of the 3<sup>rd</sup> 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.

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

**13.2 3<sup>rd</sup> PARTY SUPPLIER AGREEMENT WITH UTILITY**

- 13.21** Upon approval of the 3<sup>rd</sup> Party Supplier's application, the 3<sup>rd</sup> Party Supplier agrees to deliver Gas, on behalf of 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.
- 13.22** 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 3<sup>rd</sup> Party Supplier the Non-Performance Charges as reflected on Gas Rate A4.

**13.3 END-USE CUSTOMER PROTECTION - FAIR MARKETING PRACTICES**

- 13.31** 3<sup>rd</sup> Party Suppliers shall refrain from engaging in communications or practices with End-Use Customers that are discriminatory, predatory, fraudulent, deceptive or misleading.
- 13.32** 3<sup>rd</sup> Party Suppliers shall act in good faith to assist End-Use Customers requesting to be switched to alternative 3<sup>rd</sup> Party Suppliers, subject to the applicable terms of the agreement between the 3<sup>rd</sup> Party Supplier and the End-Use Customer.
- 13.33** A 3<sup>rd</sup> Party Supplier shall not purport to enroll an End-Use Customer without a valid, written agreement signed by the End-Use Customer.

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

- 13.41** Unless otherwise agreed to by the End-Use Customer, 3<sup>rd</sup> Party Suppliers shall include in the agreement between the 3<sup>rd</sup> 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;

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- d. A clear and concise explanation of how the agreement may be terminated, renewed or extended;
  - d. An assurance that the 3<sup>rd</sup> 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 14.71 or 14.72;
  - f. A requirement that the 3<sup>rd</sup> 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 3<sup>rd</sup> Party Supplier's dispute resolution process.

### **13.5 BILLING PRACTICES**

- 13.51** The Utility shall act as billing agent for all 3<sup>rd</sup> Party Suppliers, except when circumstances for the End-Use Customer require, and the Utility agrees, that different billing practices shall apply. The Utility, following a written application by an End-Use Customer, may determine, for good cause shown and on a non-discriminatory basis that the End-Use Customer's 3<sup>rd</sup> Party Supplier(s) and not the Utility may bill that End-Use Customer for charges related to gas supply.
- 13.52** Subject to Section 14.51, End-Use Customers shall receive only one bill, to be produced and distributed by the Utility for all charges related to gas supply and Gas Delivery Services.
- 13.53** Subject to Section 14.51, 3<sup>rd</sup> Party Suppliers shall provide the Utility, in a timely and accurate manner, all required billing data, including, but not limited to, billing amount, rate, rate basis (nominations, actual usage, etc.), taxes (if applicable), additional fees or charges.
- 13.54** 3<sup>rd</sup> Party Suppliers shall ensure that billing information provided to the Utility for inclusion in End-Use Customer bills contains sufficient information to allow the End-Use Customer to understand the basis for the billed amount.
- 13.55** The Utility shall charge and collect sales tax on all amounts shown on the bill distributed by the Utility unless the Utility is billing for the 3<sup>rd</sup> Party Supplier, and the 3<sup>rd</sup> Party Supplier furnishes it with a valid sales tax exemption certificate for the charges attributable to 3<sup>rd</sup> Party Supplier-provided Gas supply.

- 13.56** 3<sup>rd</sup> Party Suppliers shall provide the End-Use Customers' billing data to the Utility in a medium acceptable to the Utility.

**13.6 END-USE CUSTOMER PROTECTION - RELIABILITY AND DELIVERABILITY PRACTICES**

- 13.61** 3<sup>rd</sup> 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 3<sup>rd</sup> Party Suppliers' supply agreement with the End-Use Customers.

- 13.62** 3<sup>rd</sup> Party Suppliers shall comply with the approved Utility Gas Rates.

**13.7 END-USE CUSTOMER PROTECTION - DISCONTINUANCE OF SERVICE**

- 13.71** Unless otherwise agreed to by the Utility and the End-Use Customer, 3<sup>rd</sup> 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.

- 13.72** Unless otherwise agreed to by the Utility and the End-Use Customer, 3<sup>rd</sup> 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 3<sup>rd</sup> 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.

**13.8 PENALTIES**

- 13.81** A 3<sup>rd</sup> 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 IURC or the Utility finds that any 3<sup>rd</sup> Party Supplier has engaged in fraudulent or misleading communications or practices with respect to its dealing with End-Use Customers.

- 13.82** A 3<sup>rd</sup> Party Supplier's right to contract with End-Use Customers also may be terminated if the 3<sup>rd</sup> Party Supplier fails to remit payment for current charges for more than 60 days. Utility may draw on the 3<sup>rd</sup> Party Supplier's Letter of Credit or enforce the financial guaranty to recover unpaid charges to the Utility.

**13.9 END-USE CUSTOMER INFORMATION**

- 13.91** In the absence of the express consent by an End-Use Customer, 3<sup>rd</sup> 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