

Northern Indiana Public Service Company LLC

Cause No. 45967

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**INDIANA UTILITY
REGULATORY COMMISSION**

VERIFIED DIRECT TESTIMONY OF ROBERT C. SEARS

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Introduction

1 **Q1. Please state your name, business address and title.**

2 A1. My name is Robert C. Sears. My business address is 150 West Market Street,
3 Suite 600, Indianapolis, Indiana 46204. My position is Director of
4 Regulatory Policy and Demand Side Management for Northern Indiana
5 Public Service Company ("NIPSCO" or the "Company").

6 **Q2. Please briefly describe your educational and business experience.**

7 A2. I earned a Bachelor of Science degree in electrical engineering technology
8 from the University of Southern Indiana in 1986. I also earned a Certificate
9 of Recognition for completion of the studies and requirements of the Kelley
10 Partnership for Leadership Development from the Indiana University
11 Kelley School of Business in 2003. I have served in the role of Director of
12 Regulatory Policy since August 2020 and the Director of Demand Side
13 Management since October 2020. Prior to that time, I was employed by
14 Vectren Utility Holdings, Inc. ("Vectren") or its predecessor companies
15 since 1987 in a variety of positions, including Vice President of Energy
16 Solutions and Planning (with the primary responsibility for the overall
17 planning and operation of emerging technology, DSM and conservation

1 programs, market research, resource planning and economic development
2 activities), Director of Conservation (responsible for managing all aspects
3 of gas and electric conservation, energy efficiency and demand response
4 programs for three regulated utilities, Director of Revenue Administration
5 (with responsibility for the management of all aspects of revenue cycle
6 operations), Director of Customer Service (with responsibility for customer
7 service, billing and customer systems support for utility operations).

8 **Q3. Have you previously testified before the Indiana Utility Regulatory**
9 **Commission ("Commission") or any other regulatory commission?**

10 A3. Yes. I submitted testimony before the Commission in support of NIPSCO's
11 request for (1) approval of the Green Path Rider pilot program in Cause No.
12 45730, (2) approval of gas demand side management and energy efficiency
13 programs in Cause No. 45455, and (3) approval of Rider 889 – Excess
14 Distributed Generation Rider in Cause No. 45505.

15 **Q4. What is the purpose of your direct testimony?**

16 A4. The purpose of my direct testimony is to (1) discuss statutory requirements;
17 (2) provide a brief background of NIPSCO's existing gas rates; (3) explain
18 the key drivers and objectives for filing this case; (4) summarize NIPSCO's

1 principles and objectives for designing rates in this proceeding, including
2 NIPSCO's request for approval of a decoupling mechanism, and (5)
3 describe NIPSCO's proposed IURC Gas Service Tariff, Original Volume No.
4 10, including the Schedule of Rates ("Proposed Rates"), Riders ("Proposed
5 Riders") and General Rules and Regulations ("Proposed Rules") (the
6 "Proposed Tariff"), proposed standard Agreement for Gas Service (for
7 Rates 325, 328 and 338), and proposed Rate Release Form, and explain how
8 the Proposed Tariff differs from NIPSCO's IURC Gas Service Tariff,
9 Original Volume No. 9, currently on file with the Commission (the "Current
10 Tariff"). A copy of NIPSCO's Verified Petition in this case is attached hereto
11 as Attachment 2-A.

12 **Q5. Are you sponsoring any attachments to your direct testimony?**

13 A5. Yes. I am sponsoring Attachments 2-A through Attachments 2-E, all of
14 which were prepared by me or under my direction and supervision.

Statutory Requirements

15 **Q6. Has NIPSCO provided the information required under the Commission's**
16 **minimum standard filing requirements ("MSFRs") (170 IAC 1-5-1**
17 **through 16)?**

1 A6. Yes. This case has been filed pursuant to Ind. Code § 8-1-2-42.7, and the
2 Company has proposed the use of a forward looking test period. As further
3 discussed by NIPSCO Witness Weatherford, in its Petition filed in this
4 Cause, NIPSCO provided notice of its intent to provide the information that
5 would be required by the MSFRs in this proceeding. Consistent with the
6 Commission's Recommended Best Practices for Rate Cases Submitted
7 under Ind. Code § 8-1-2-42.7 (General Administrative Order 2013-5),
8 NIPSCO used the MSFRs as guidance as to the categories of information
9 included in its case in chief and supporting documentation, including
10 providing all data for the period beginning January 1, 2022 and ending
11 December 31, 2022 (the "Historic Base Period").

12 **Q7. What test period is NIPSCO electing to use in this case?**

13 A7. Consistent with Ind. Code § 8-1-2-42.7(d)(1), NIPSCO is electing a forward
14 looking test period determined on the basis of projected data for the 12-
15 month period beginning January 1, 2024 and ending December 31, 2024 (the
16 "Forward Test Year"), which is not later than 24 months after the date on
17 which the Petition in this case was filed. NIPSCO Witnesses Bly, Davis,
18 Dousias, and Weatherford discuss how the Company forecasted the
19 expenses in the Forward Test Year. NIPSCO Witness Bly provides the

1 projected operations and maintenance Expense associated with services
2 provided by NiSource Corporate Services Company to NIPSCO for the test
3 year. NIPSCO Witness Davis discusses how the Company forecasted the
4 billing determinants. NIPSCO Witness Dousias discusses how the
5 Company forecasted the net book value of rate base. NIPSCO Witness
6 Weatherford discusses how the Company forecasted depreciation,
7 amortization, and capital structure.

8 **Q8. Will the 300-day schedule provided by the Rate Case Standard Procedural**
9 **Schedule set forth in GAO 2013-5 conclude before the end of the Forward**
10 **Test Year?**

11 A8. Yes. Because the 300-day schedule will conclude before the end of the
12 Forward Test Year, NIPSCO proposes to implement the requested rates in
13 a two-step process to reasonably reflect the utility property that is used and
14 useful at the time the rates are put into effect. The Company's "Step 1" rates
15 will be calculated to reflect the actual rate base, related annualized
16 depreciation and amortization expense, and actual capital structure as of
17 June 30, 2024. The Company proposes to implement Step 1 rates on a
18 services rendered basis as soon as possible after the issuance of an order.
19 Based on a 300-day procedural schedule, NIPSCO anticipates a

1 Commission Order would be received August 20, 2024, which would make
2 Step 1 rates effective no later than September 1, 2024. Once approved, these
3 rates would remain in effect until replaced by Commission approved rates
4 as part of NIPSCO's proposed "Step 2" compliance filing.

5 In "Step 2" NIPSCO would recalculate rates to reflect actual rate base,
6 related annualized depreciation and amortization expense, and actual
7 capital structure as of December 31, 2024. NIPSCO is proposing that these
8 rates will become effective on a services rendered basis as soon as possible
9 after the end of the test year, which is estimated to be on or about March 1,
10 2025.

11 Consistent with the Commission's prior orders in future test year rate cases,
12 NIPSCO proposes that the Step 1 and Step 2 rates would take effect
13 immediately upon filing on an interim-subject-to-refund basis, with other
14 parties being offered a period of sixty (60) days to review and present any
15 objections. If needed to resolve any objections, NIPSCO would propose the
16 Commission conduct a hearing and rates would be trued up retroactive to
17 the date such rates were put into place.

1 **Q9. Is NIPSCO's request in this Cause consistent with Ind. Code § 8-1-2-42(a)**
2 **(the "fifteen month rule" for a general rate case)?**

3 A9. Yes. Consistent with Ind. Code § 8-1-2-42(a), NIPSCO's Petition in this
4 Cause was filed more than 15 months after September 29, 2021, the date the
5 Company filed its petition in Cause No. 45621, which was the most recent
6 request for a general increase in the Company's basic gas rates and charges.

7 **Q10. Does NIPSCO have a statutory obligation to file this case when it did?**

8 A10. No. Although Ind. Code § 8-1-39-9(e) states that a public utility that
9 implements a Transmission, Distribution and Storage System Improvement
10 Charge ("TDSIC") under Ind. Code Ch. 8-1-39 shall, before the expiration
11 of the utility's approved TDSIC plan, petition the Commission for review
12 of the public utility's basic rates and charges with respect to the same type
13 of utility service, NIPSCO satisfied this requirement with the filing of its
14 request for Commission review and approval of its gas basic rates and
15 charges in Cause No. 45621.¹

16 **Q11. Has NIPSCO provided the pro forma net operating income statement in**
17 **the form required by the Commission's GAO 2020-5?**

¹ NIPSCO's Transmission, Distribution, and Storage System Improvement Charge ("TDSIC") gas plan was approved in the Commission's July 22, 2020 Order in Cause No. 45330.

1 A11. Yes. The pro forma net operating income statement in the form required
2 by the Commission's GAO 2020-5 is attached to NIPSCO's Verified Petition
3 as Attachment A and is sponsored by NIPSCO Witness Weatherford.

Net Operating Income

4 **Q12. How should the Commission determine NIPSCO's authorized gas net**
5 **operating income in this case?**

6 A12. The Commission should determine the Company's Authorized Gas Net
7 Operating Income by multiplying NIPSCO's proposed net original cost rate
8 base at the close of the Forward Test Year by NIPSCO's proposed fair rate
9 of return.

10 **Q13. What is the value of NIPSCO's rate base in this case?**

11 A13. NIPSCO utilized the original cost rate base methodology to determine the
12 value of rate base of \$3,484,810,045 at December 31, 2024. NIPSCO Witness
13 Dousias supports this calculation.

14 **Q14. What is the value of NIPSCO's fair rate of return in this case?**

15 A14. NIPSCO is requesting a fair rate of return of 7.48%. NIPSCO Witness
16 Weatherford supports this calculation.

17 **Q15. What is NIPSCO's requested net operating income in this case?**

1 A15. NIPSCO is requesting that rates be approved that are calculated to produce
2 an authorized net operating income of \$260,663,791. NIPSCO Witness
3 Weatherford supports this calculation. This net operating income should
4 be used in the earnings test used in NIPSCO's quarterly gas cost adjustment
5 ("GCA") proceedings.

NIPSCO's Existing Gas Rates and Key Drivers

6 **Q16. When were NIPSCO's current gas base rates and charges established?**

7 A16. NIPSCO's current gas base rates and charges were approved in the
8 Commission's July 27, 2022 Order in Cause No. 45621 (the "45621 Rate Case
9 Order"), wherein the Commission approved a Stipulation and Settlement
10 Agreement ("45621 Settlement") between NIPSCO and the intervenors (the
11 "45621 Rate Case").² Step 1 of those new base rates and charges first went
12 into effect on September 1, 2022, with Step 2 taking effect on March 1, 2023.
13 The 45621 Rate Case Order approved, among other items, an increase in
14 NIPSCO's base rates and charges. Attachment 2-B lists the relevant
15 Commission orders discussed in my testimony to assist the Commission

² The 45621 Settlement was entered into as of the 2nd day of March, 2022 by and between NIPSCO, the Indiana Office of Utility Consumer Counselor, NIPSCO Industrial Group, and Steel Dynamics, Inc. (collectively, the "Settling Parties").

1 and NIPSCO's stakeholders in understanding and analyzing the issues in
2 this case.

3 **Q17. Please describe the key drivers behind NIPSCO's request to seek an**
4 **increase in base rates in this proceeding.**

5 A17. Continued availability of a safe, reliable, affordable, and sustainable natural
6 gas energy supply is a vital and critical resource to many – ranging from
7 the manufacturing industry to residential home heating – and maintaining
8 the infrastructure to continue providing this service is essential to
9 delivering a diverse energy mix in Indiana. In general terms, NIPSCO's
10 current gas rates are not sufficient to permit the Company to recover all the
11 costs of providing service to its customers. Specifically, the Company's rate
12 base has increased since its last rate case as NIPSCO has invested in its gas
13 system, largely through Commission-approved mechanisms, such as
14 NIPSCO's TDSIC and Federally Mandated Cost Adjustment ("FMCA"),
15 resulting in an increase to its depreciation expense and capital costs. Some
16 of the TDSIC and FMCA investment has already been placed in service and
17 reflected in customer rates as of the filing of the petition in this Cause, and
18 there will be additional TDSIC and FMCA investment that will continue to
19 be placed in service through the end of the Forward Test Year. The

1 Company's operating and maintenance expenses also increased since its
2 rates were set in Cause No. 45621. The base period operations and
3 maintenance expense is higher than was used for the revenue requirement
4 in the last case. For example, expenses related to line locating and damage
5 prevention activities have risen. In this case, the Company is projecting a
6 minor increase (lower than inflation) of less than 4% from the 2022 actual
7 operations and maintenance expense level. The expenses reflected in the
8 period beginning January 1, 2024 and ending December 31, 2024 (the
9 "Forward Test Year") will be representative of the ongoing level of
10 expenses incurred by NIPSCO.

11 **Q18. What is NIPSCO's overall revenue increase requested in this proceeding?**

12 A18. NIPSCO is proposing an overall revenue increase of \$161,897,007 in this
13 proceeding, which is an increase in pro forma revenues subject to increase
14 at present rates of 16.29%. This is shown in the top half of Attachment A to
15 the Verified Petition. NIPSCO is proposing two formal steps of rate
16 implementation. Step 1 rates will be calculated as of June 30, 2024. Step 2
17 rates will be calculated as of December 31, 2024.

1 **Q19. How did NIPSCO compute the rate impact of its request on the average**
2 **residential customer as shown in Attachment A?**

3 A19. There are multiple ways of looking at the rate impact from NIPSCO's
4 request. For instance, I have just noted the overall percentage increase in
5 pro forma revenues subject to increase is 16.29%. Others may look to the
6 increase in residential margin (revenues, less cost of gas sold), which
7 NIPSCO Witness Taylor has calculated to be 27.9%.³ NIPSCO believes that
8 what matters most to customers is how much rates will change because of
9 this case. Therefore, NIPSCO's Attachment A to the Verified Petition shows
10 a comparison of (1) a total average residential bill (inclusive of all riders)
11 that would result if NIPSCO's full relief requested in this Cause is approved
12 to (2) a total average residential bill (inclusive of all riders) that would result
13 had this rate case not been filed.

14 As I noted previously, and as NIPSCO Witness Dousias explains in greater
15 detail, this rate case is primarily driven by the increase in rate base and a
16 significant amount of that rate base increase is related to TDSIC and FMCA
17 projects the Commission has already reviewed and approved. This means

³ Petitioner's Exhibit No. 16, Attachment 16-D.

1 that an average residential customer's rates would include costs associated
2 with these TDSIC and FMCA investments even if this case had not been
3 filed. I discuss the interplay between NIPSCO's capital trackers and its base
4 rates in more detail below.

5 **Q20. There are two sets of columns in the bottom half of Attachment A to the**
6 **Verified Petition. What do each of these columns illustrate?**

7 A20. As I have previously indicated, NIPSCO anticipates that Step 1 rates would
8 take effect on or about September 1, 2024, assuming the Commission's
9 Order is issued consistent with the standard 300-day schedule. The column
10 to the left (labeled "Without Rate Case Before New Rates September 1,
11 2024") shows the rates NIPSCO estimates an average residential customer
12 would pay as of that date had this case not been filed, along with the
13 anticipated monthly bill a residential customer using 72 therms would pay.
14 This would translate to a total monthly bill of \$76.11.

15 The column to the right (labeled "After Step 2 New Rates March 1, 2025")
16 shows the same information but assumes the relief requested in this case is
17 approved and fully implemented in Step 2 rates on March 1, 2025. At this

1 point in time, the anticipated total monthly bill for a residential customer
2 using 72 therms is \$84.20.

3 This comparison shows the estimated increase in an average residential
4 customer's bill as a result of this case would be \$8.09, or 10.63%.

5 **Q21. Why does Attachment A show a 12-month forecasted average gas charge,**
6 **FMCA charge, and TDSIC charge?**

7 A21. NIPSCO has done this for two reasons. First, the cost of gas and related
8 reconciliations can create wide fluctuations in NIPSCO's GCA. To
9 eliminate those fluctuations and better isolate the rate impact attributable
10 to this case, NIPSCO's Attachment A uses a forecasted 12-month average
11 gas charge. Second, while 72 therms is the average usage for a residential
12 customer throughout the year, winter usage is typically much higher than
13 summer usage. The TDSIC charge and FMCA charge reflect these changes
14 in usage patterns, with a higher factor during the summer months and a
15 lower factor in winter months. Therefore, NIPSCO averaged the winter and
16 summer TDSIC and FMCA factors to match the annual usage for an average
17 residential customer.

1 **Q22. How can an average residential bill increase by 10.63% when the**
2 **proposed Customer Charge and Delivery Charge on Attachment A reflect**
3 **an increase of \$14.96 per month?**

4 A22. This is a function of how base rates and capital trackers affect one another,
5 as I described earlier. Most of the proposed increase to NIPSCO's base rates
6 in this Cause is driven by the growth in rate base that has already been
7 approved for recovery through the TDSIC or FMCA and would be
8 recovered from customers whether or not NIPSCO filed this rate case. As
9 shown in the column to the left, if NIPSCO had not filed a rate case, the
10 average TDSIC bill would be \$8.13, and the average FMCA bill would be
11 \$1.94 as of September 1, 2024. The vast majority of that investment is rolling
12 into base rates. Stated differently, following NIPSCO's implementation of
13 Step 2 rates, most of these amounts will simply move from the "tracker"
14 portion of a customer's bill to the "base rates" portion of the bill.⁴ So, of that
15 \$14.96 estimated increase in base rates, more than half is offset by a
16 reduction in the TDSIC and FMCA line items.

17 **Q23. Is NIPSCO proposing any new riders in this case?**

⁴ Following full rate implementation, the estimated average TDSIC bill is \$0.88, and the estimated average FMCA bill is \$1.33, for a total of \$2.21. This compares to the "no rate case" scenario of \$8.13 for TDSIC and \$1.94 for FMCA, for a total of \$10.07.

1 A23. Yes. As further discussed below, NIPSCO is requesting approval of a
2 decoupling mechanism. Revenue decoupling, described in greater detail
3 by NIPSCO Witness Taylor, separates or “decouples” the utility’s recovery
4 of fixed costs from the volume of natural gas sold to customers. A
5 decoupling mechanism fosters an opportunity for a utility to recover its
6 authorized fixed costs regardless of usage (weather variations, customer
7 usage variations or other factors impacting customer usage).

Customer Affordability

8 **Q24. Why is NIPSCO filing this case at this time?**

9 A24. NIPSCO is filing this case to begin to address some of the challenges it is
10 currently facing that are reflected in its current rates and rate structure.
11 NIPSCO has unrecovered capital investments as part of its (1) investments
12 in plant and equipment to modernize its transmission, distribution, and
13 storage systems to ensure its continued reliability through its TDSIC plans,
14 (2) investments in plant and equipment to comply with federal mandates
15 through its FMCA projects, and (3) maintenance capital investments. The
16 result is that NIPSCO’s current rates are insufficient to recover the increased
17 costs of providing service to its customers.

1 **Q25. Has NIPSCO taken any steps in the preparation of this case to maintain**
2 **affordable bills for its customers?**

3 A25. NIPSCO realizes that rate increases will always have an impact on
4 customers. As part of its case-in-chief filing, to mitigate the bill impact to
5 customers, NIPSCO has utilized (1) the Average Service Life ("ASL")⁵
6 depreciation methodology, which was one of the same steps to mitigate the
7 bill impact to customers in its last gas rate case (Cause No. 45621), (2) a mid-
8 range return on equity ("ROE") rather than the top-range ROE as described
9 by NIPSCO Witness Rea, and (3) extended the amortization period of the
10 20 percent TDSIC and FMCA deferred Regulatory Asset balances to 4 years
11 versus 2 years which would have been appropriate and consistent with the
12 period of time over which the amounts were deferred. NIPSCO also works
13 diligently to prudently manage operating costs wherever possible to
14 minimize bill increases. In fact, NIPSCO's proposal in this proceeding is to
15 update expense for the Forward Test Year in a manner that is consistent
16 with current expense, with only modest increases, as summarized by
17 NIPSCO Witness Weatherford in Attachment 3-B-S2. As I mentioned

⁵ This is also sometimes referred to as the "Average Life Group" or ALG depreciation methodology.

1 previously, the projected level of operations and maintenance expense for
2 the Forward Test Year is less than 4% more than the actual level of
3 operations and maintenance expense in the Historic Test Year, an increase
4 that is less than inflation. The annual increase in expense level is less than
5 2% compared with the 5.8% annual (twelve months ended June 2023
6 (Average) CPI rate calculated in Workpaper OM 7, Page [.8]).

7 **Q26. Did NIPSCO take any steps in the preparation of this case to mitigate the**
8 **impact on specific customers and customer classes?**

9 A26. Yes. The Cost of Service Study prepared by NIPSCO Witness Taylor
10 identified the necessary revenue increases in each rate class to arrive at
11 parity. NIPSCO then established mitigation parameters to further modify
12 the results of the study in order to limit the impact of going to parity. The
13 rates and charges proposed in this case reflect the Company's objectives
14 that:

- 15 • no rate class's revenue allocation should decrease;
- 16 • no rate class's revenue allocation should increase by more than 150%
17 of the system increase;
- 18 • all existing subsidies for major rate classes should be reduced to
19 some degree;

- 1 • the percentage of each rate class's fixed costs that is currently
2 recovered through a volumetric rate should decrease;
- 3 • the Company's transportation rates should include a demand charge
4 that recovers up to 30% of demand-related costs;
- 5 • those demand charges should be based on each class's average daily
6 usage from December through February of the previous winter; and
- 7 • any change in a rate or a charge should not violate the Commission's
8 stated preference for gradualism.

9

10 **Q27. What assistance does NIPSCO provide to its low income customers?**

11 A27. NIPSCO's Rider 273 – Universal Service Program ("USP") Rider imposes a
12 small charge on all customers to fund a low-income and hardship assistance
13 program to aid the Company's most vulnerable customers, with NIPSCO
14 shareholders funding 25% of the program. The USP Rider has proven to be
15 successful and is also familiar to the community action partnerships in
16 NIPSCO's territory. Moreover, it is administratively simple, and eligibility
17 is based upon existing guidelines used for other non-utility programs.⁶ In
18 30-Day Filing No. 50367, the Commission approved NIPSCO's request to
19 update the definition of "Hardship Customer" to include customers who
20 fall at or below 250% of the federal poverty guidelines to allow NIPSCO to
21 assist a greater number of customers. In 30-Day Filing No. 50472, the

⁶ Cause No. 44094 Order (IURC 12/07/2011), page 4.

1 Commission approved NIPSCO's request to update the definition of
2 "Hardship Customer" to include a customer who qualifies for LIHEAP
3 assistance, but is a veteran of the United States Armed Forces ("Veteran")
4 and/or at least age 60 as of the start of the LIHEAP heating season ("Senior
5 Citizen") to receive a one-time grant per LIHEAP heating season at a
6 maximum level set each heating season, with the grant not to exceed the
7 customer's past due bill at the time the grant is made, to allow NIPSCO to
8 assist a greater number of customers. This benefit does not preclude a
9 Veteran or Senior Citizen participating in the Hardship program from
10 receiving benefits through the LIHEAP or Low-Income Customer
11 programs. Customers who qualify as Hardship Customers as a Veteran or
12 Senior Citizen may also qualify for other Hardship program benefits.
13 NIPSCO shareholders fund up to \$400,000 for one-time grants for Veterans
14 and Senior Citizens during a LIHEAP hearing season.

15 NIPSCO also added an Income Qualified Home Energy Report program
16 (also known as the Income Qualified Behavioral program) to its 2024-2026
17 Gas Energy Efficiency Plan which is designed to encourage energy savings
18 through behavioral modification. The program provides income qualified
19 customers with home energy reports (print and e-mail) that contain

1 personalized information about their energy use and provide ongoing
2 recommendations to make their homes more efficient as well as at risk
3 language to support customers with energy saving tips, ways to seek
4 additional assistance from utility, local, state, and federal agencies and
5 inform them of potential higher than average usage compared to prior
6 months before receiving their bill. The program is designed to empower
7 customers to understand their energy usage better and uses competition
8 through neighbor comparisons to influence customers to act on this
9 knowledge, resulting in changed behavior.⁷

10 **Q28. Did NIPSCO engage its stakeholders prior to filing this rate case?**

11 A28. Yes. NIPSCO seeks to promote simplicity, transparency, and collaboration
12 with its stakeholders, respond to customers' needs, and reach a balanced
13 set of proposals that is fair and reasonable. NIPSCO took this approach in
14 its previous rate cases yielding comprehensive settlement agreements. One
15 objective of this filing is for the parties to understand the Company's
16 proposals and the underlying methodologies. While NIPSCO recognizes
17 there may be different opinions about the Company's proposals, those

⁷ NIPSCO's 2024-2026 gas Energy Efficiency Plan, including the Income Qualified Home Energy Report program, was approved by the Commission in its August 30, 2023 Order in Cause No. 45850.

1 disagreements should not be based on a disagreement about the facts or the
2 way NIPSCO's proposals were derived. NIPSCO met with representatives
3 of the Indiana Office of Utility Consumer Counselor ("OUCC"), NIPSCO
4 Industrial Group, and Citizens Action Coalition of Indiana, Inc. ("CAC") to
5 describe its filing and the issues driving it, as well as to listen to any
6 suggestions or concerns they might have.

Cost Recovery Methodology

7 **Q29. Please describe the nature of a local gas distribution company's costs and**
8 **revenue structure.**

9 A29. The business of local gas distribution companies ("LDC") consists
10 predominantly of costs that do not vary with usage, excluding purchased
11 gas costs. LDCs operate their gas distribution systems to provide gas
12 service to a customer's premises whether that customer uses 1 dekatherm
13 ("Dth") or 1,000 Dth. In addition, LDCs maintain a significant
14 infrastructure to provide customer service, to administer accounting and
15 billing systems, and to provide other critical internal and external services.
16 Such fixed costs cannot be avoided. Virtually all of NIPSCO's non-gas costs
17 do not vary with usage, as discussed in greater detail by NIPSCO Witness
18 Taylor.

1 LDCs' revenues are derived from its Commission-approved rate schedules.
2 Although an LDC's costs could change significantly between rate cases, the
3 LDC's revenues are solely a function of its rate schedules as well as gas sales
4 volumes. Residential and general service customers are typically served on
5 a two-part rate, with a uniform monthly customer charge and a volumetric
6 distribution charge, *i.e.*, a price per therm or dekatherm.

7 **Q30. Please describe NIPSCO's proposal to better align its cost recovery**
8 **methods with cost causation.**

9 A30. NIPSCO is proposing to increase the fixed charge component of Rates 311
10 (Residential Service), 315 (Multi-Family Service), 321 (General Service –
11 Small), 325 (General Service – Large), 328 (Large Transportation and
12 Balancing Service), 338 (General Transportation and Balancing Service) and
13 334A (C/I Off-Peak Non-Residential Interruptible Negotiated Service) so
14 that the Company recovers a greater percentage of its fixed customer
15 expenses through fixed customer charges.

16 NIPSCO is also proposing to implement a decoupling mechanism for the
17 residential and general service rate classes. The decoupling mechanism will
18 adjust for the remaining costs that do not vary with usage but are recovered

1 through volumetric rates so that the Company recovers the margin per
2 customer approved in the Commission's Order in this Cause through a new
3 Rider 392 - Sales Reconciliation Adjustment mechanism. NIPSCO Witness
4 Taylor describes this combined approach in greater detail. NIPSCO
5 Witness Dousias explains the mechanics of the proposed mechanism.

6 **Q31. Has the Commission expressed support for movement towards straight-**
7 **fixed-variable ("SFV") pricing in the past?**

8 A31. Yes. The Commission has a long history of supporting movement towards
9 SFV pricing. In 2009, the Commission found that "straight-fixed variable
10 rate designs are attractive because they align basic cost causation
11 princip[les] of ratemaking."⁸ The Commission further stated "[i]ssues of
12 rate shock could be tempered in a phased manner through a steady
13 transition, reducing volumetric rate design by a fixed percentage in each
14 rate case. This transition period would be consistent with Commission
15 efforts to reduce inter-class subsidies, i.e., gradualism."⁹ In 2016, the
16 Commission stated "cost recovery design alignment with cost causation
17 principles sends efficient price signals to customers, allowing customers to

⁸ Cause No. 43180 Order (IURC 10/21/2009), page 10.

⁹ *Id.*

1 make informed decisions regarding their consumption of the service being
2 provided".¹⁰ In 2018, the Commission referenced its prior orders and stated
3 "[w]e have recently found movement towards more straight fixed variable
4 rate design to be appropriate and consistent with traditional cost causation
5 principles."¹¹

6 **Q32. Is NIPSCO proposing full residential SFV pricing in this Cause?**

7 A32. No. Consistent with the Commission's suggested "transition period"
8 concept, NIPSCO is not proposing to implement SFV fully for residential
9 customers through the fixed monthly customer charge. Instead, in addition
10 to the Sales Reconciliation Adjustment, NIPSCO is seeking approval of a
11 \$25.50 proposed residential customer charge.

12 **Q33. Why is NIPSCO's proposed residential customer charge reasonable?**

13 A33. Given the fixed cost nature of its business, it is appropriate to continue to
14 shift more of the recovery of these fixed costs out of volumetric rates. Even
15 with this proposed movement toward greater recovery of fixed costs via a

¹⁰ Cause No. 44576 Order (IURC 03/16/2016), page 72.

¹¹ 2018 Rate Order at 102.

1 fixed charge, NIPSCO will still recover a significant amount of its fixed costs
2 through volumetric rates.

3 **Q34. Please summarize the basis for NIPSCO's proposed Sales Reconciliation**
4 **Adjustment mechanism.**

5 A34. Traditional utility ratemaking creates a paradigm where a utility's revenues
6 – and therefore its ability to recover its costs – are directly dependent on
7 customers' gas consumption. This type of predominantly volumetric rate
8 design ignores the fact that LDCs are capital intensive businesses that
9 primarily have non-gas costs that do not vary with customer consumption.
10 Basing cost recovery on customers' gas consumption ignores the fact that a
11 reduction in sales does not correlate to a reduction in an LDC's non-gas
12 costs. The traditional rate design couples customer consumption with cost
13 recovery, which can be sensitive to the variations of weather patterns and
14 changing consumption characteristics. Due to these factors, NIPSCO is
15 proposing its Sales Reconciliation Adjustment mechanism.

1 **Q35. Does approval of the proposed decoupling mechanism require the**
2 **approval of an alternative regulatory plan ("ARP") pursuant to Ind. Code**
3 **ch. 8-1-2.5?¹²**

4 A35. No. As explained by the Commission in approving the initial decoupling
5 mechanisms for Indiana Gas Company and Southern Indiana Gas and
6 Electric Co., approval of a decoupling mechanism falls within the
7 Commission's traditional authority over rate design and tracking
8 mechanisms under Ind. Code §8-1-2-42(a).¹³ It is only to the extent that the
9 Commission's conclusion would be different as applied to NIPSCO's
10 proposed mechanism that the Company would request the Commission
11 approve the decoupling mechanism under the ARP statute.

12 **Q36. In that alternative where the Commission would conclude that the Sales**
13 **Reconciliation Adjustment mechanism is outside the Commission's**
14 **general ratemaking authority, what are the requirements for an**
15 **alternative regulatory plan as set forth in Ind. Code ch. 8-1-2.5?**

¹² In accordance with Ind. Code § 8-1-2.5-6(d), Attachment 1-C sponsored by NIPSCO Witness Hooper will be a copy of each of the Publisher's Affidavits associated with the notices published in accordance with the law and commission practice.

¹³ *Southern Ind. Gas & Elec. Co. and Indiana Gas Co.*, Cause Nos. 42943 and 43036 (IURC 12/1/2006), p. 48.

1 A36. Ind. Code § 8-1-2.5-6 provides two requirements in sub-sections (a)(1)(A)
2 and (B) and states in pertinent part:

3 Sec. 6. (a) Notwithstanding any other law or rule adopted by
4 the commission, except those cited, or rules adopted that pertain to
5 those cited, in section 11 of this chapter, in approving retail energy
6 services or establishing just and reasonable rates and charges, or
7 both for an energy utility electing to become subject to this section,
8 the commission may do the following:

9 (1) Adopt alternative regulatory practices, procedures, and
10 mechanisms, and establish rates and charges that:

11 (A) are in the public interest as determined by
12 consideration of the factors described in section 5 of
13 this chapter; and

14 (B) enhance or maintain the value of the energy
15 utility's retail energy services or property; including
16 practices, procedures, and mechanisms focusing on the
17 price, quality, reliability, and efficiency of service
18 provided by the energy utility.

19 **Q37. What are the "factors described in section 5 of this chapter" as cited in**
20 **Ind. Code § 8-1-2.5-6(a)(1)(A)?**

21 A37. This refers to Ind. Code § 8-1-2.5-5(b), which states in pertinent part:

22 (b) In determining whether the public interest will be served,
23 the commission shall consider the following:

24 (1) Whether technological or operating conditions,
25 competitive forces, or the extent of regulation by other state or
26 federal regulatory bodies render the exercise, in whole or in part, of
27 jurisdiction by the commission unnecessary or wasteful.

1 (2) Whether the commission's declining to exercise, in whole
2 or in part, its jurisdiction will be beneficial for the energy utility, the
3 energy utility's customers, or the state.

4 (3) Whether the commission's declining to exercise, in whole
5 or in part, its jurisdiction will promote energy utility efficiency.

6 (4) Whether the exercise of commission jurisdiction inhibits
7 an energy utility from competing with other providers of
8 functionally similar energy services or equipment.

9 **Q38. How does NIPSCO's proposed Sales Reconciliation Adjustment**
10 **mechanism satisfy the four factors in Ind. Code § 8-1-2.5-5(b)?**

11 A38. The Sales Reconciliation Adjustment mechanism follows cost causation
12 principles and is consistent with the past Commission findings discussed
13 above. The proposed Sales Reconciliation Adjustment mechanism will
14 promote energy utility efficiency by severing or decoupling the relationship
15 between cost recovery and customer throughput for the residential and
16 general service customer classes, thereby allowing NIPSCO to recover its
17 approved margin per customer. Together with NIPSCO's proposed
18 residential customer charge, the SRA represents a reasonable degree of
19 movement toward SFV rates, which, as explained above, serves to align cost
20 causation and customer rates and benefits NIPSCO, its customers, and the
21 State. Finally, as to competing with other providers of functionally similar
22 energy services or equipment, approving the proposed SRA will bring

1 NIPSCO in line with many of its peers in Indiana¹⁴ and across the country
2 for which weather normalization, decoupling mechanisms,
3 implementation of full SFV rates, or other forms of revenue stabilization are
4 commonplace.

5 **Q39. Upon consideration of the four factors in Ind. Code § 8-1-2.5-6 (a)(1)(A),**
6 **is NIPSCO's Sales Reconciliation Adjustment mechanism in the public**
7 **interest?**

8 A39. Yes. NIPSCO's proposed Sales Reconciliation Adjustment serves the public
9 interest and will result in just and reasonable rates.

10 **Q40. Will the Sales Reconciliation Adjustment mechanism enhance the value**
11 **of NIPSCO's retail energy services or property, as referenced in Ind. Code**
12 **§ 8-1-2.5-6(a)(1)(B)?**

13 A40. Yes. Under the Sales Reconciliation Adjustment mechanism, the revenues
14 received are based on the cost of service plus a reasonable return on utility
15 investment--*i.e.*, are based on the revenue requirement customers are
16 paying for the service they are receiving and the utility is enabled to receive

¹⁴ Vectren (now CenterPoint Energy) South in Cause No. 43112, Vectren (now CenterPoint Energy) North in Cause No. 43298, , Citizens Gas in Cause No. 42767, and Westfield Gas in Cause No. 43624.

1 the margin per customer approved by the Commission. Also, without
2 needing to focus on increasing sales to meet its revenue requirement,
3 NIPSCO can instead focus on providing quality service, operational
4 efficiency, and cost-effective and innovative strategies for meeting future
5 energy needs including energy efficiency.

6 Under the Sales Reconciliation Adjustment, NIPSCO's profits will be driven
7 by its operational efficiency, because decoupling only ensures that it will
8 receive a specified amount of revenue from the customer classes with
9 decoupled rates; it does not limit NIPSCO's costs. The only way for
10 NIPSCO to improve its profits is to reduce its costs and improve its
11 operational efficiency. Hence, the Sales Reconciliation Adjustment, in
12 addition to removing the disincentives for energy efficiency, incentivizes
13 operational efficiency, which is a benefit to NIPSCO's customers and
14 shareholders.

15 The Sales Reconciliation Adjustment mechanism enhances the value of
16 NIPSCO's utility service by providing assurance to NIPSCO and its
17 customers that NIPSCO will recover only authorized margin per customer
18 (that is, the amount that the Commission approves and has determined is

1 necessary and prudent to deliver energy services to customers). NIPSCO's
2 profit will continue to be driven by both its revenues and its costs, as well
3 as other regulatory decisions that determine its authorized rate of return on
4 capital.

5 **Q41. Are you generally familiar with Orders issued by the Commission**
6 **approving decoupling mechanisms?**

7 A41. Yes. I reviewed the Commission's Order for Vectren South and Vectren
8 North approving a normal temperature adjustment that would adjust
9 customer bills during the heating season to eliminate the impact of non-
10 normal temperature on margin recovery, as well as the Orders in Vectren
11 South's Cause No. 43112 and Vectren North's Cause No. 43298, approving
12 revisions to the Sales Reconciliation Component of the Energy Efficiency
13 Rider approved in Cause Nos. 42943 and 43046 to provide for a decoupling
14 mechanism for the recovery of 100% of the difference between actual and
15 approved margin. I also reviewed the Order for Citizens and Westfield Gas
16 in Cause No. 43202 authorizing each utility to implement a normal
17 temperature adjustment, the Order on Rehearing for Citizens Gas in Cause
18 No. 42767 which including a mechanism to effectuate the decoupling of
19 Citizens' fixed cost recovery from sales of natural gas to its customers, and

1 the Order for Westfield Gas in Cause No. 43624 where the Commission
2 authorized Westfield Gas to decouple Westfield Gas' fixed cost recovery
3 from sales of natural gas to its residential and commercial customers.

4 **Q42. Does NIPSCO offer robust natural gas energy efficiency programs to its**
5 **residential and general service customer classes to be subject to the Sales**
6 **Reconciliation Adjustment?**

7 A42. Yes. NIPSCO has long recognized the benefits of energy efficiency and
8 provides those benefits to its customers, while maintaining an appropriate
9 balance between costs and benefits. To that end, since 2007 NIPSCO has
10 offered a robust cost-effective portfolio of gas and electric energy efficiency
11 programs available to all customer classes to be subject to the Sales
12 Reconciliation Adjustment. NIPSCO has had a strong record of achieving
13 or exceeding its gas energy efficiency program goals. Table 1 illustrates
14 NIPSCO's gas energy savings achievements versus goals since 2018. Over
15 that period of time, NIPSCO's energy efficiency programs have achieved
16 an average savings of 110% of the savings goals with an average program
17 budget of approximately \$6 million annually.

1 Table 1. NIPSCO Energy Efficiency Program Performance

Therm Savings Achieved % - Scorecard	2018	2019	2020	2021	2022	5 Tear Avg.
Residential	98%	122%	144%	132%	136%	126%
C&I	63%	100%	79%	68%	94%	81%
Total	84%	115%	122%	108%	121%	110%

2

3 NIPSCO’s recently approved 2024-2026 Gas Energy Efficiency Plan allows

4 the Company to continue to offer a robust portfolio of energy efficiency

5 opportunities to its customers. NIPSCO’s energy efficiency goals are

6 reviewed and agreed upon annually by the NIPSCO Oversight Board

7 (“OSB”) which includes representatives from the OUCC and CAC. The

8 Settlement in NIPSCO’s recently approved 2024-2026 Energy Efficiency

9 Plan also included a stretch goal of an additional 1,725,768 gross therms

10 over the total three-year period (2024-2026), which is approximately 12%

11 above the goals proposed in NIPSCO’s case-in-chief. NIPSCO agreed,

12 through the OSB, to use best efforts to increase the scale of programs and/or

13 identify emerging technologies to produce reasonably achievable, cost-

14 effective incremental energy savings. In addition to other programs

15 identified by the OSB in working with the program vendor, the OSB will

16 work in good faith to explore new programs and initiatives and potentially

1 expand existing programs and initiatives to seek to achieve greater savings
2 levels.

3 NIPSCO also provides corporate funding of customer energy efficiency
4 education and outreach efforts beyond what is funded by its 2024-2026
5 Energy Efficiency Plan due to its strategic commitment to customer energy
6 efficiency. The energy savings promoted by these additional energy
7 education, outreach and advertising efforts are not directly quantified and
8 included in NIPSCO EE program evaluation and would not be eligible for
9 EE program lost revenue recovery.

10 **Q43. Is NIPSCO also pursuing carbon reduction efforts related to natural gas**
11 **that could impact customer usage?**

12 A43. Yes. NIPSCO is currently in the public planning phases of a program called
13 Your Energy Your Future where NIPSCO is undertaking a proactive,
14 forward-looking approach to establish decarbonization pathways for both
15 its electric and natural gas utilities. The Company is actively exploring new
16 and emerging opportunities to further advance decarbonization, such as
17 implementation of increased energy efficiency efforts, advanced leak
18 reduction technologies, purchase of certified natural gas for system supply,

1 increased access to renewable natural gas supplies, and investigating
2 opportunities for electrification where appropriate. Some of these efforts
3 will place an even greater need to eliminate the regulatory disincentives or
4 sometimes called the throughput incentive for energy efficiency to
5 decouple the linkage between sales volume and the recovery of order
6 granted margins. As the need to pursue creative solutions to further
7 decarbonization of the energy sector decoupling removes the throughput
8 incentive and aligns NIPSCO's interests with that of its customers.

9 **Q44. Are there other factors outside NIPSCO's control that could impact the**
10 **natural gas use of its customers in the near future?**

11 A44. Yes. There are growing federal mandates to increase the efficiency of
12 natural gas appliances such as furnaces, water heaters and stoves as well as
13 the potential to limit the utilization of natural gas in some customer end-
14 uses and facilities. NIPSCO has already embraced conservation as a key
15 element in its business strategy and is now working to make a more
16 aggressive and sustained investment in carbon reduction efforts related to
17 its gas business. From a consistency perspective, it is important that
18 NIPSCO can support efficiency efforts with a rate design that removes
19 financial bias and fully aligns the Company's interests with those of its

1 customers. Declines in customer usage can be attributed to technological
2 improvements in energy codes, customer response to increasing natural gas
3 prices (elasticity), and Company-sponsored demand-side management
4 programs. Natural replacement of failed equipment results in energy use
5 reductions because new equipment must meet new standards. Even when
6 a customer buys a minimum efficiency appliance by today's standards, it is
7 typically much more efficient than the item they are replacing.

8 **Q45. You mentioned NIPSCO's 2024-2026 Energy Efficiency Plan. Does**
9 **NIPSCO currently recover lost revenues/margins for its approved gas**
10 **energy efficiency programs?**

11 A45. Yes. NIPSCO has a limited lost revenues/margin recovery mechanism for
12 its natural gas energy efficiency programs. NIPSCO's natural gas lost
13 revenue recovery mechanism for its 2024-2026 Energy Efficiency Plan will
14 only recover the lost revenues quantified by third party program evaluation
15 for energy savings that result from its 2024-2026 Energy Efficiency Plan and
16 that accrue during the plan period (2024-2026). NIPSCO's 2022-2023 Gas
17 Energy Efficiency Plan had the same mechanism on recovered lost revenues
18 associated with the 2022-2023 programs during that plan period (2022-
19 2023). Any lost revenues incurred between the end of a plan period and the

1 next rate case are at the expense of the Company. Other utilities in the State
2 can recover these lost revenues/margins between rate cases via their
3 approved decoupling mechanisms which provides a greater incentive and
4 alignment of customer and utility interests.

5 **Q46. What will happen to the lost revenues/margin recovery feature of**
6 **NIPSCO's current 2024-2026 Energy Efficiency Plan if the proposed Sales**
7 **Reconciliation Adjustment is approved as requested in this Cause?**

8 A46. To the extent the Sales Reconciliation Adjustment is approved as proposed
9 by NIPSCO, NIPSCO seeks authority to modify its existing 2024-2026
10 Energy Efficiency Plan to eliminate the lost revenue recovery component.
11 Specifically, for measures installed after the date of the Order in this Cause,
12 the compliance filing will remove the projected lost revenues in NIPSCO's
13 GDSM-17 tracker filing for the remaining months of 2024 since the factors
14 in that filing included a forecast of lost revenues. Since reconciliation of lost
15 revenues take place after the evaluation, measurement, and verification of
16 a program year has taken place, NIPSCO will reconcile lost revenues for
17 2023 in its GDSM-18 tracker filing (to be filed July 2024) and for lost
18 revenues for the period January through the effective date of Step 1 rates in
19 this Cause in its GDSM-19 tracker filing (to be filed in 2025).

1 **Q47. Will NIPSCO's decoupling proposal "pay" NIPSCO for "savings" that**
2 **were not achieved through a Company-sponsored energy efficiency**
3 **program?**

4 A47. No. The proposed Sales Reconciliation Adjustment mechanism does not
5 "pay" NIPSCO any incremental amount; it is simply a mechanism that
6 allows NIPSCO to receive no more and no less than the fixed-cost revenue
7 requirement per customer that the Commission approves. Because
8 NIPSCO will collect the precise amount of margin per customer approved
9 by the Commission, the utility will have no incentive to increase sales by
10 hindering energy efficiency or other decarbonization efforts.

Non-Base Rate Programs

11 **Q48. Is NIPSCO proposing any changes to its previously approved alternative**
12 **regulatory programs in this proceeding?**

13 A48. No. NIPSCO has operated under the terms of an approved alternative
14 regulatory plan under the ARP Statute (the "Gas ARP") since the
15 Commission's Order dated October 8, 1997 in Cause No. 40342. The Gas
16 ARP is a platform for NIPSCO to provide competitive services that gives all
17 customers access to a choice of gas suppliers. The Gas ARP was renewed
18 and modified in Cause No. 41338, consolidated Cause Nos. 42800 and

1 42884, and Cause No. 43837. The Gas ARP was most recently extended and
2 modified and became a permanent part of NIPSCO's tariff on March 15,
3 2012 in Cause No. 44081. Each renewal and modification has been the result
4 of a negotiated agreement between NIPSCO, its customers, and alternative
5 suppliers that participate in its competitive programs. The Gas ARP
6 attempts to balance the interests of NIPSCO in providing new and different
7 competitive gas supply services against any advantages it may have as the
8 sole provider of bundled service to most of the customers behind its city
9 gate. These tariff offerings include current Rates 230, 234A, 240, 245 and
10 251 and Riders 242A, 247, 248, 280, and 281, as well as Rule 15 – Gas Cost
11 Incentive Mechanism ("GCIM") and Rule 16 – Capacity Release Sharing
12 Mechanism (altogether the "Gas ARP program"). I provide a brief
13 summary below of each of the tariff offerings under the Gas ARP program.

14 **Q49. Is NIPSCO proposing any changes to the treatment of its Gas ARP**
15 **program revenues?**

16 A49. No. NIPSCO is not proposing any changes to the treatment of its Gas ARP
17 program revenues. Under the Stipulation and Settlement Agreement in
18 Cause No. 44988, p. 12, the margins associated with NIPSCO's Gas ARP
19 program:

1 shall be included in the GCA NOI earnings test pursuant to
2 Ind. Code §§ 8-1-2-42(g)(3)(C) and 8-1-2-42.3 except for: (a)
3 NIPSCO's [GCIM] (Rule 15), Capacity Release (Rule 16), and
4 Optional Storage Service Rider (Rider 182A), which shall be
5 treated as below-the-line but shall continue to be shared with
6 customers through the GCA; (b) NIPSCO's Dependabill
7 program (Rule 151); and (c) NIPSCO's Price Protection
8 Service ("PPS") (Rule 181).

9 NIPSCO Witness Davis sponsors Adjustment REV 2-24R to decrease the
10 Forward Test Year retail gas operating revenues in the amount of \$7,803,388
11 to remove the margin associated with the Gas ARP program (GCIM,
12 Capacity Release, Optional Storage Service, Dependabill, and Price
13 Protection Service).

14 **Q50. Please explain NIPSCO's gas TDSIC program.**

15 A50. NIPSCO Gas has two separate TDSIC plans, one for the period January 1,
16 2014 through December 31, 2019, and one for the period January 1, 2020
17 through December 31, 2025. In this case, NIPSCO is proposing to include
18 the approved TDSIC assets that will be in service at the end of the Forward
19 Test Year from both TDSIC plans in rate base. Costs associated with
20 approved TDSIC assets that have not been placed in service at the end of
21 the Forward Test Year will continue to be recovered through NIPSCO's
22 TDSIC tracker filings (Cause No. 45330-TDSIC-X).

1 **Q51. Please explain NIPSCO's gas FMCA programs.**

2 A51. NIPSCO has the following four gas FMCA programs: (1) Pipeline Safety
3 Compliance Plan for the period January 1, 2018 through December 31, 2021
4 approved in Cause No. 45007; (2) PHMSA Compliance Plan for the period
5 January 1, 2019 through December 31, 2023 approved in Cause No. 45183;
6 (3) Pipeline Safety II Compliance Plan for the period January 1, 2021
7 through December 31, 2026 approved in Cause No. 45560; and (4) Pipeline
8 Safety III Compliance Plan for the period January 1, 2022 through December
9 31, 2026 approved in Cause No. 45703. In this case, NIPSCO is proposing
10 to include the approved FMCA assets that will be in service at the end of
11 the Forward Test Year in rate base. Costs associated with approved FMCA
12 assets that have not been placed in service at the end of the Forward Test
13 Year will continue to be recovered through NIPSCO's FMCA tracker filings
14 (Cause No. 45703-FMCA-X).

15 **Q52. Please explain NIPSCO's gas demand-side management ("DSM")**
16 **programs.**

17 A52. NIPSCO has two separate gas DSM programs, one for the period January
18 1, 2022 through December 31, 2023 approved in Cause No. 45455, and one
19 for the period January 1, 2024 through December 31, 2026 approved in

1 Cause No. 45850. In this case, and as I explained previously, NIPSCO is
2 proposing to remove lost revenues as these amounts will be recovered
3 through the proposed Sales Reconciliation Adjustment subsequent to the
4 implementation of new base rates in this proceeding. NIPSCO Witness
5 Davis sponsors Adjustment REV 5-24R to decrease the Forward Test Year
6 retail gas operating revenues in the amount of \$728,218 to remove lost
7 revenues associated with the DSM programs.

Current Tariff

8 **Q53. Please describe NIPSCO's Current Tariff.**

9 A53. NIPSCO's Current Tariff was approved by the Commission in its 45621
10 Order except for specific tariff sheets that have been updated and approved
11 since that time. NIPSCO's Current Tariff includes the Gas ARP program
12 described above.

13 **Q54. Please list the tariff offerings included in the Gas ARP program.**

14 A54. As noted above, the Gas ARP program became a permanent part of the
15 Current Tariff on March 15, 2012 in Cause No. 44081. The individual
16 programs and services included in the Gas ARP program are as follows:

Rate	Description
Rate 330	Large Volume Negotiated Sales Service

Rate	Description
Rate 334A	Off-Peak Commercial and Industrial Interruptible Negotiated Service
Rate 340	Liquefied Natural Gas (LNG) Service
Rate 345	Supplier Aggregation Service (SAS)
Rate 351	Fixed Gas Bill (DependaBill) Service
Rider	Description
Rider 342A	Optional Storage Service Rider
Rider 347	Gas Parking Service (GPS) Rider
Rider 348	Gas Lending Service (GLS) Rider
Rider 380	Supplier Choice Delivery Service (SCDS) Rider
Rider 381	Price Protection Service Rider
Sharing Mechanisms	
Rule 15	Gas Cost Incentive Mechanism
Rule 16	Capacity Release Sharing Mechanism

1

2 **Q55. Is NIPSCO proposing any modifications to its Gas ARP program?**

3 A55. No. The Gas ARP program provides for ongoing dialogue and an
4 opportunity for the update of the Gas ARP at the conclusion of the first year
5 after approval, and every twenty-four months thereafter.¹⁵

6 **Q56. Please summarize the type of changes that were made to NIPSCO's**
7 **Proposed Tariff.**

8 A56. In addition to the proposal to add the Sales Reconciliation Adjustment as
9 further described above, NIPSCO is proposing to update the series number
10 of its rate schedules from a currently-effective 200 Series to a proposed 300

¹⁵ 44081 Order at 20.

1 Series. NIPSCO traditionally changes the series numbering to avoid
2 customer confusion regarding which rate was in effect on a given date.
3 NIPSCO updated the current rates to reflect NIPSCO's proposed revenue
4 requirement allocated to the rate classes through the current allocated cost
5 of service study and mitigation model. This is further discussed by
6 NIPSCO Witness Taylor. All other proposed revisions are discussed below.

Proposed Rates

7 **Q57. Please describe NIPSCO's Proposed Rates.**

8 A57. NIPSCO's Proposed Rates are summarized and described below. A clean
9 copy of the Proposed Tariff setting out the specific details, terms and
10 conditions, rules, etc., applicable to each Proposed Rate are contained in
11 Attachment 2-C.

Rate	Description
Rate 311	Residential Service
Rate 315	Multiple Family Housing Service
Rate 321	General Service – Small
Rate 325	General Service – Large
Rate 328	Large Transportation and Balancing Service
Rate 330	Large Volume Negotiated Sales Service
Rate 334A	Off-Peak Non-Residential Interruptible Negotiated Service
Rate 338	General Transportation and Balancing Service
Rate 340	Liquefied Natural Gas (LNG) Service
Rate 345	Supplier Aggregation Service (SAS)

Rate	Description
Rate 351	Fixed Gas Bill (DependaBill) Service
Rate 352	Renewable Gas Balancing Service

1

2 **Rate 311 – Residential Service**

3 Rate 311 is a firm service available to residential customers. This Rate is
4 comprised of a Customer Charge, a Distribution Charge, and applicable
5 Riders. In addition to updated billing rates, this Rate now incorporates a
6 \$25.50 per month Customer Charge. There are no substantive changes to
7 this Rate.

8 **Rate 315 – Rate for Gas Service, Multiple Family Housing Service**

9 Rate 315 is a firm service available to Customers requiring service through
10 a single meter to residential buildings or residential developments
11 containing more than one Dwelling Unit but not exceeding five (5)
12 Dwelling Units, including service for space and water heating auxiliary to
13 residential use. This Rate is comprised of a Customer Charge, a
14 Distribution Charge and applicable Riders. In addition to updated billing
15 rates, this Rate now incorporates a \$32.50 per month Customer Charge.
16 There are no substantive changes to this Rate.

1 **Rate 321 – General Service – Small**

2 Rate 321 is a firm service available to Non-Residential Customers and
3 Customers requiring service through a single meter to residential buildings
4 or residential developments containing more than five (5) Dwelling Units.
5 This Rate is comprised of a Customer Charge, a Distribution Charge and
6 applicable Riders. In addition to updated billing rates, this Rate now
7 incorporates a \$96.00 per month Customer Charge. There are no
8 substantive changes to this Rate.

9 **Rate 325 – General Service – Large**

10 Rate 325 is a firm service available to Non-Residential Customers whose
11 daily demands do not exceed 10,000 Dth. This Rate is comprised of a
12 Customer Charge, Distribution Charge and applicable Riders. In addition
13 to updated billing rates, this Rate now incorporates a \$715.00 per month
14 Customer Charge.

15 **Rate 328 – Large Transportation and Balancing Service**

16 Rate 328 is a firm transportation service and firm balancing service
17 available to Non-Residential Customers whose gas requirements during
18 the most recent calendar year average at least 200 Dth per day and to new
19 or existing Non-Residential Customers presently utilizing an alternate fuel

1 and/or adding additional load who certify in writing and demonstrate that
2 their gas requirements will average at least 200 Dth per day. Service under
3 this Rate requires a written agreement for the delivery by the Company of
4 quantities of gas obtained by the Customer from a source other than the
5 Company and delivered to the Company.

6 As further described by NIPSCO Witness Robles, this Rate has been revised
7 to update the Balance Account Capacity Charge to \$0.1992 per Therm of
8 capacity per month from \$0.0406 per Therm of capacity per month. This
9 Rate is comprised of a Customer Charge, Administrative Charge for
10 Balancing Services, Transportation Charge, Monthly Demand Charge,
11 Pooling Agreement Fee, Nomination Exchange Service Charge, Imbalance
12 Exchange Service Charge, Bank Account Capacity Charge, Balancing
13 Charges, No-Notice Gas Undertake Service Charge, No-Notice and
14 Nominated Gas Overtake Service Charge, Pool Administration Charge,
15 Pool Participation Fee, and Volumetric Charge and applicable Riders. In
16 addition to updated billing rates, this Rate now incorporates a \$3,000.00 per
17 month Customer Charge. The annual demand revenue for the calculation
18 of the Customer's Winter Average Daily Usage and Billing Demand, which
19 will be reset annually, has also been updated.

1 **Rate 330 – Large Volume Negotiated Sales Service**

2 Rate 330 is part of NIPSCO's Gas ARP Program available to Non-
3 Residential Customers whose annual gas requirements will average at least
4 200 Dth per day, or in the case of a new customer or a customer increasing
5 gas requirements who certify that its annual gas requirements will average
6 at least 200 Dth per day. Under this Rate, NIPSCO will negotiate gas prices
7 and terms of service with the customer. A properly executed agreement is
8 necessary before any service may be taken under this Rate. This Rate is
9 comprised of a Customer, Supply and Delivery Charge and applicable
10 Riders. This Rate incorporates a \$985.03 per month Customer Charge.
11 There are no substantive changes to this Rate.

12 **Rate 334A – Off-Peak Non-Residential Interruptible Negotiated Service**

13 Rate 334A is part of NIPSCO's Gas ARP Program available to Non-
14 Residential Customers for gas service on an interruptible basis. Service is
15 available to (1) customers who have functioning alternate fuel capability
16 and/or (2) off-peak seasonal processing customers who typically use 90% of
17 their annual gas requirements during the off-peak period (defined as April
18 1 through November 30), who can and will promptly curtail or cease the
19 take of gas within the notice period provided for in the general terms and

1 conditions of service, by discontinuing their operations or utilizing
2 alternate fuel facilities. A written agreement between the Company and a
3 Customer is required. This Rate is comprised of a Customer Charge and a
4 negotiated Commodity Charge. This Rate incorporates a \$627.46 per month
5 Customer Charge. There are no substantive changes to this Rate.

6 **Rate 338 – General Transportation and Balancing Service**

7 Rate 338 is a firm transportation service and firm balancing service
8 available to Non-Residential Customers receiving gas service from the
9 Company, whose gas requirements during the most recent calendar year
10 average at least 100 Dth per day and to new or existing Customers presently
11 utilizing an alternate fuel and/or adding additional load who certify in
12 writing and demonstrate that their gas requirements will average at least
13 100 Dth per day. Service under this Rate requires a written agreement for
14 the delivery by the Company of quantities of gas obtained by the Customer
15 from a source other than the Company and delivered to the Company.

16 As more fully described by NIPSCO Witness Robles, this Rate has been
17 revised to update the Balance Account Capacity Charge to \$0.1992 per
18 Therm of capacity per month from \$0.0406 per Therm of capacity per
19 month. This Rate is comprised of a Customer Charge, Administrative

1 Charge for Balancing Services, Transportation Charge, Monthly Demand
2 Charge, Pooling Agreement Fee, Nomination Exchange Service Charge,
3 Imbalance Exchange Service Charge, Balance Account Capacity Charge,
4 Balancing Charges, No-Notice Gas Undertake Service Charge, No-Notice
5 and Nominated Gas Overtake Service Charge, Pool Administration Charge,
6 Pool Participation Fee, and Volumetric Charge and applicable Riders. In
7 addition to updated billing rates, this Rate now incorporates a \$1,200 per
8 month Customer Charge. The annual demand revenue for the calculation
9 of the Customer's Winter Average Daily Usage and Billing Demand, which
10 will be reset annually, has also been updated.

11 **Rate 340 – Liquefied Natural Gas (LNG) Service**

12 Rate 340 is part of NIPSCO's Gas ARP Program available for liquefied
13 natural gas (LNG) service on an interruptible basis when in the judgment
14 of the Company, gas supplies are available for non-firm service, and its
15 LNG service facilities are adequate to render proper service without
16 impairing the quality of the Company's service to other Customers. This
17 Rate is comprised of a Transaction Charge, Liquefaction Charge
18 (individually negotiated), and Supply and Delivery Charge. There are no
19 substantive changes to this Rate.

1 **Rate 345 – Supplier Aggregation Service (SAS)**

2 Rate 345 is part of NIPSCO's Gas ARP Program available to marketers and
3 brokers who: (1) have been designated as a qualified supplier and/or agent
4 by customers who have elected to receive service under Rates 311, 315, 321,
5 and 325; (2) meet the qualification requirements; and (3) have executed a
6 Supplier Aggregation Service (SAS) Agreement with the Company
7 ("Choice Suppliers"). A Choice Supplier may aggregate individual
8 customers, on whose behalf the qualifying aggregator is providing gas
9 supply, for nomination, balancing and load management purposes at
10 specified points of receipt on the Company's distribution system or at
11 specified pipeline interconnections available to the Company on its
12 upstream capacity. This Rate is comprised of an Administration Charge,
13 Imbalance and Overrun Charges, and Other Charges. There are no
14 substantive changes to this Rate.

15 **Rate 351 – Fixed Gas Bill (DependaBill) Services**

16 Rate 351 is part of NIPSCO's Gas ARP Program available to Customers
17 eligible for service under Rates 311, 315, 321, and 325, who satisfy and
18 accept the conditions of the Fixed Gas Bill Service set out in the Rate. The
19 fixed bill quoted to each Customer taking service under this Rate applies in

1 lieu of the applicable rate and rate adjustments under the Rate the Customer
2 would otherwise take service (Rate 311, 315, 321, or 325). This Rate is
3 comprised of a Monthly Fixed Gas Bill Amount computed as set out in the
4 Rate. There are no substantive changes to this Rate.

5 **Rate 352 – Renewable Gas Balancing Service**

6 Rate 352 is available to a Producer of Renewable Gas that is connected to
7 the Company's gas system and will demonstrate that its gas production will
8 average at least 100 Dth, but more than an average of 5,000 Dth per day on
9 a calendar basis, unless otherwise agreed to by the Company. Service
10 under this Rate Schedule shall be for balancing service. Renewable Gas
11 delivered to the Company shall be deliverable to a Customer taking service
12 under Rate 328 or 338, an Imbalance netting pool operator or Choice
13 Supplier taking service under Rate 345. This Rate is comprised of a
14 Producer Charge and Administrative Charge for Balancing Services as set
15 out in the Rate. This Rate now incorporates a \$1,566.20 per month
16 Administrative Charge for Balancing Services (Option A Only).

17 **Q58. Is NIPSCO proposing to discontinue any of its current rates?**

18 A58. No.

1 **Q59. Does this complete your general discussion of the Proposed Rates?**

2 A59. Yes.

3 **Q60. Please describe NIPSCO's Proposed Riders.**

4 A60. NIPSCO's Proposed Riders are summarized and described below. A clean
5 copy of the Proposed Tariff setting out the specific details applicable to each
6 Rider are contained in Attachment 2-C. As described earlier, the Proposed
7 Riders apply to specific Proposed Rates. The Proposed Tariff also includes
8 Appendix A – Applicable Riders, which lists the Riders and shows to which
9 Rates they apply. NIPSCO Witness Weatherford discusses updates that
10 will be made to the tracker rates to be consistent with the order to be issued
11 in this proceeding.

Rider	Description
Rider 331	Critical Undertake Day or Critical Overtake Day Penalty Rider
Rider 342A	Optional Storage Service Rider
Rider 347	Gas Parking Service (GPS) Rider
Rider 348	Gas Lending Service (GLS) Rider
Rider 350	Nomination Exchange Service for Suppliers and Marketers
Rider 370	Gas Cost Adjustment (GCA) Rider
Rider 372	Gas Demand Side Management (GDSM) Rider
Rider 373	Universal Service Program (USP) Rider
Rider 380	Supplier Choice Delivery Service (SCDS) Rider
Rider 381	Price Protection Service Rider
Rider 388	Adjustment of Charges for Transmission, Distribution and Storage System Improvement Charge (TDSIC)
Rider 389	Pipeline Burner Tip Balancing Rider
Rider 390	Federally Mandated Cost Adjustment Rider

Rider	Description
Rider 391	Green Path Rider
Rider 392 ¹⁶	Sales Reconciliation Adjustment

1

2 **Rider 331 – Critical Undertake Day or Critical Overtake Day Penalty**

3 Rider 331 is a firm service available to Customers or Pool Operators taking
4 service under Rates 328, 330 or 338. This Rider is comprised of a Critical
5 Undertake Day Penalty or Critical Overtake Day Penalty, which are based
6 on the Customer's percent of imbalance (2% to 20% / Over 20%). This Rider
7 defines System Operating Conditions, which drive Critical Overtake and
8 Undertake Days. There are no substantive changes to this Rider. As shown
9 in Appendix A, Rider 331 is applicable to Rates 328, 330, and 338.

10 **Rider 342A – Optional Storage Service Rider**

11 Rider 342A is part of NIPSCO's Gas ARP Program available to all
12 Customers receiving service under any Transportation Rate Schedule or
13 Rider and, at sole discretion of the Company, to Choice Suppliers utilizing
14 Supplier Aggregation Service under Rate 345 who enter into a written
15 agreement. Gas service under this Rider is only available at the sole
16 discretion of the Company and is cancelable by the Company on April 1 of

¹⁶ Rider 392 is discussed in detail above.

1 any year. The maximum annual storage capacity available is 40,000,000
2 Therms. This Rider is comprised of a Customer Charge, Reservation
3 Charge, Injection Charge and Withdrawal Charge. There are no
4 substantive changes to this Rider. As shown in Appendix A, Rider 342A is
5 applicable to Rates 328, 330, 338, and 345.

6 **Rider 347 – Gas Parking Service (GPS) Rider**

7 Rider 347 is part of NIPSCO's Gas ARP Program available to Customers
8 taking service under Rates 328 or 338, and Choice Suppliers utilizing
9 Supplier Aggregation Service, who enter into a written agreement. Service
10 is available, on a transaction by transaction basis, at the sole discretion of
11 the Company, to any Customer, who from time to time, may require a
12 service to temporarily store (Park) certain quantity of gas for a designated
13 period of time and then have the gas delivered back to the Customer. This
14 Rider is comprised of a Service and Commodity Charge. There are no
15 substantive changes to this Rider. As shown in Appendix A, this Rider is
16 applicable to Rates 328, 338, and 345.

17 **Rider 348 – Gas Lending Service (GLS) Rider**

18 Rider 348 is part of NIPSCO's Gas ARP Program available to Customers
19 receiving service under Rates 328 or 338, and Choice Suppliers utilizing

1 Supplier Aggregation Service, who enter into a written agreement. Service
2 is available at the sole discretion of the Company, to any Customer, who
3 from time to time, desires to borrow certain quantity of gas for a designated
4 period of time, and then repay the borrowed quantity of gas to the
5 Company (Lend). This Rider is comprised of a Service and Commodity
6 Charge. There are no substantive changes to this Rider. As shown in
7 Appendix A, this Rider is applicable to Rates 328, 338, and 345.

8 **Rider 350 – Nomination Exchange Service for Suppliers and Marketers**

9 Rider 350 is available to suppliers and marketers who execute a written
10 agreement for a nomination exchange transaction with any customer
11 receiving transportation service under Rates 328, 330, and 338. In order to
12 provide suppliers and marketers with more flexibility in the supply
13 management of end-use customers, the Company will allow suppliers and
14 marketers to exchange gas between each other or their authorized agents at
15 the City Gate and thus adjust their scheduled transportation receipts and
16 deliveries on the Company's system up to two (2) hours prior to the end of
17 each Gas Day. The charge is \$50 for each buyer and seller for each day in
18 which a trade is made. There are no substantive changes to this Rider. As
19 shown in Appendix A, this Rider is applicable to Rates 328, 330, and 338.

1 **Rider 370 – Gas Cost Adjustment (GCA) Rider**

2 Rider 370 is an adjustment to provide for recovery of gas costs approved by
3 the Commission. The GCA Factors are set forth in Appendix B. The rider
4 will continue to recover 100% of the commodity cost of natural gas
5 purchased as well as 100% of the bad debt expense associated with the GCA
6 Rider. As shown in Appendix A, this Rider is applicable to Rates 311, 315,
7 321, and 325, and Riders 380 and 381. NIPSCO Witness Taylor has
8 calculated updated allocation percentages by customer class for the
9 capacity related or demand costs of interstate pipeline transportation,
10 storage, and related transmission services subject to recovery through the
11 GCA.

12 **Rider 372 – Gas Demand Side Management (GDSM) Rider**

13 Rider 372 is an adjustment to provide funding for gas energy efficiency and
14 demand side management programs. The GDSM Factors are set forth in
15 Appendix C. There are no changes to this Rider. As shown in Appendix
16 A, this Rider is applicable to Rates 311, 315, 321, 325, and 351, and Riders
17 380 and 381.

1 **Rider 373 – Universal Service Program (USP) Rider**

2 Rider 373 is an adjustment to provide funding for an assistance program for
3 low income and hardship customers. The USP Factors are set forth in
4 Appendix D. There are no changes to this Rider. As shown in Appendix
5 A, this Rider is applicable to Rates 311, 315, 321, 325, 328, 330, 334A, 338 and
6 351.

7 **Rider 380 – Supplier Choice Delivery Service Rider**

8 Rider 380 is part of NIPSCO's Gas ARP Program available to Customers
9 taking service under Rates 311, 315, 321, and 325 who elect to have a
10 qualified supplier other than the Company supply their gas requirements.
11 This Rider is comprised of a Delivery Charge and Gas Purchase Charge.
12 There are no substantive changes to this Rider. As shown in Appendix A,
13 this Rider is applicable to Rates 311, 315, 321, and 325.

14 **Rider 381 – Price Protection Service Rider**

15 Rider 381 is part of NIPSCO's Gas ARP Program available to Customers
16 taking service under Rates 311, 315, 321, and 325 who have the ability to
17 choose either a fixed price or a price cap, which price is applied to all gas
18 supply commodity delivered under this Rider. The elected price applies in
19 lieu of the otherwise applicable gas supply commodity charge included in

1 the base rate schedule under which the Customer takes service (Rates 311,
2 315, 321, and 325). This Rider is comprised of an Administrative Charge,
3 Delivery Charge and Gas Purchase Charge. There are no substantive
4 changes to this Rider. As shown in Appendix A, this Rider is applicable to
5 Rates 311, 315, 321, and 325.

6 **Rider 388 – Adjustment of Charges for Transmission, Distribution and**
7 **Storage System Improvement Charge (TDSIC)**

8 Rider 388 is an adjustment for the recovery of costs incurred in connection
9 with approved Transmission, Distribution and Storage System
10 Improvements. The TDSIC are set forth in Appendix F. As shown in
11 Appendix A, this Rider is applicable to Rates 311, 315, 321, 325, 328, 338,
12 and 351 and Riders 380, and 381.

13 **Rider 389 – Pipeline Burner Tip Balancing Rider**

14 Rider 389 - Pipeline Burner Tip Balancing Rider is an optional service
15 available to Rate 328 "Category A" Customers receiving gas service from
16 the Company whose gas requirements during the most recent calendar year
17 average at least 3,000 Dth per day and have the propensity for large changes
18 in intraday usage as part of normal business operations. Service under this
19 Rider shall be considered firm service. Customer(s) will contract Pipeline

1 Burner Tip Balancing service(s) with Company approved upstream
2 interconnected pipeline(s). In some instances, NIPSCO may require Rate
3 328 customers to take balancing services under Rider 389 in the event the
4 Company is unable to balance the customer's load under traditional
5 methods. There are no substantive changes to this Rider. As shown in
6 Appendix A, this Rider is applicable to Rate 328.

7 **Rider 390 – Federally Mandated Cost Adjustment Rider**

8 Rider 390 is an adjustment for the recovery of costs incurred in connection
9 with approved Federally Mandated Costs. The FMCA Factors are set forth
10 in Appendix G. There are no changes to this Rider. As shown in Appendix
11 A, this Rider is applicable to Rates 311, 315, 321, 325, 328, 338, and 351 and
12 Riders 380, and 381.

13 **Rider 391 – Green Path Rider**

14 Rider 391 is a fee based, opt-in rider available to residential and commercial
15 customers who are interested in reducing their carbon footprint and would
16 like the option to decarbonize some or all of their emissions related to
17 natural gas. This is a pilot program for the period January 1, 2023 through
18 December 31, 2027. NIPSCO updates to the fixed volumetric charges

1 annually. There are no changes to this Rider. As shown in Appendix A,
2 this Rider is applicable to Rates 311, 315, 321, and 325.

3 **Rate 392 – Sales Reconciliation Adjustment**

4 NIPSCO's proposed Sales Reconciliation Adjustment is described above.

5 **Q61. Is NIPSCO proposing to discontinue any of its current Riders?**

6 A61. No.

7 **Q62. Does this complete your general discussion of NIPSCO's Proposed**
8 **Riders?**

9 A62. Yes.

10 **Q63. Please summarize the objectives of the changes to NIPSCO's Proposed**
11 **Rules.**

12 A63. The Proposed Rules are applicable to the Proposed Rates and Proposed
13 Riders described above.

14 **Q64. Please describe NIPSCO's Proposed Rules.**

15 A64. NIPSCO's Proposed Rules are described in table format below. A clean
16 copy of the Proposed Tariff setting out the specific details, terms and

1 conditions, rules, regulations, subject, etc., applicable to the Proposed Rules
2 are contained in Attachment 2-C.

3

Rule	Description
1	Definitions
2	Tariff on File
3	Character of Service
4	Application, Service Request or Contract
5	Predication of Rates and Rate Schedules Selection
6	Service Extensions and Modifications
7	Customer Installation
8	Equipment on Customer's Premise
9	Metering
10	Deposit to Insure Payment of Bills
11	Rendering and Payment of Bills
12	Disconnection and Reconnection of Service
13	Service Curtailments
14	Limitations of Liability and Indemnification
15	Gas Cost Incentive Mechanism
16	Capacity Release Sharing Mechanism
17	Miscellaneous and Non-recurring Charges
18	Gas Supply Gas Quality Specifications

4

5 With the exception of Rule 1 described below, no substantive changes have
6 been made.

7

Rule 1 – Definitions

8

Rule 1 has been updated to revise the definition of (1) Gas Day to align with

9

the North American Energy Standards Board standard definition of the gas

10

day (9:00 a.m. Central Clock Time start); (2) Human Needs Customers to

1 include essential electric services; and (3) Pool and Pool Operator to include
2 NIPSCO. No other changes have been made to Rule 1.

3 **Q65. Does this complete your general discussion of NIPSCO's Proposed**
4 **Rules?**

5 A65. Yes.

6 **Q66. Please describe Attachment 2-D.**

7 A66. Attachment 2-D is NIPSCO's proposed standard agreement for gas service
8 for Rates 325, 328, and 338. The only updates were to reflect the change
9 from the currently-effective 200 Series to the proposed 300 Series.

10 **Q67. Please describe Attachment 2-E.**

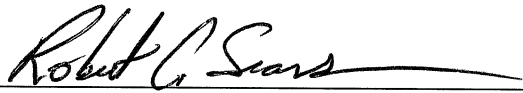
11 A67. Attachment 2-E is NIPSCO's Rate Release Form, which is documentation of
12 a customer's request to change rates. No changes have been made.

13 **Q68. Does this conclude your prefiled direct testimony?**

14 A68. Yes.

VERIFICATION

I, Robert C. Sears, Director of Regulatory Policy for Northern Indiana Public Service Company LLC, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink that reads "Robert C. Sears". The signature is written in a cursive style and is positioned above a solid horizontal line.

Robert C. Sears

Date: October 25, 2023

Attachment 2-A

[Verified Petition – Not duplicated herein]

Relevant Commission Orders

Cause	Order	Topic	Commission action
38380	10/26/88	Rates	Approved new gas base rates for NIPSCO
38380	12/28/90	Rates	Approved new tariffs for cost-based transportation rates
40342	10/08/97	ARP	Approves Company's 1997 gas ARP, which extended right to choose gas supplier to residential customers, implemented gas supply optimization procedures to reduce gas costs, and authorized the Company to retain incentives when appropriate.
41338	08/11/99	ARP	Authorized NIPSCO to begin filing monthly gas cost adjustments
42097	07/03/02	ARP	Approved three-year trial period for a Fixed Gas Bill rider
40342	01/26/05	ARP	Approved extension of 1997 gas ARP until March 31, 2006
42884	01/31/06	ARP	Approved 2005 gas ARP, which extended the 1997 gas ARP until 2010 and authorized NIPSCO to continue to offer its Fixed Gas Bill rider indefinitely.
43051	05/09/07	ARP	Modified residential rate design to recover only delivery service costs in the customer charge and commodity charge sections of rates.
43180	10/21/09	Gen. Invest.	Investigation of rate design alternatives and energy efficiency measures for natural gas utilities
43629	08/26/09	GCA	Terminated ARP approved in Cause No. 41338 and authorized Company to begin filing quarterly gas cost adjustments and to file "flex" adjustments monthly
43837	03/31/10	ARP	Approved extension of 2005 gas ARP until 2012
43894	11/04/10	Rates	Approved new gas rates for NIPSCO and authorized the Company to debit accumulated depreciation by \$26 million annually through 2014
43941	5/31/11	Merger	Authorized Kokomo Gas & Fuel and Northern Indiana Fuel & Light to merge with NIPSCO
43942	5/31/11	Rates	Approved the adoption of NIPSCO's gas rates and charges for Kokomo Gas & Fuel customers
43943	5/31/11	Rates	Approved the adoption of NIPSCO's gas rates and charges for Northern Indiana Fuel & Light customers
43894	08/28/13	Rates	Approved the extension of the 2010 gas rate case settlement and increased the annual debit to accumulated depreciation to \$28 million until 2020 at the latest
44081	03/15/12	ARP	Approved a modification to and the indefinite extension of NIPSCO's ARP
44094	12/07/11	USP	Approved NIPSCO's Universal Service Program

Cause	Order	Topic	Commission action
44403	04/30/14	TDSIC	Approved NIPSCO's Transmission, Distribution, and Storage System Improvement Charge ("TDSIC") gas plan for the period 2014 through 2020
44688	07/18/16	Rates	Approved common depreciation rates and new electric base rates for NIPSCO
44988	9/19/18	Rates	Approved new gas rates for NIPSCO
45007	9/19/18	FMCA	Approved NIPSCO's Pipeline Safety Compliance Plan for the period 2018 through 2021
45012	11/21/18	DSM	Approved NIPSCO's gas demand side management programs for the period 2019 through 2021
45159	12/4/19	Rates	Approved common depreciation rates and new electric base rates for NIPSCO
45183	9/4/19	FMCA	Approved NIPSCO's PHMSA Compliance Plan for the period 2019 through 2023
45560	12/1/21	FMCA	Approved NIPSCO's Pipeline Safety II Compliance Plan for the period 2021 through 2026
45621	7/27/22	Rates	Approved new gas rates for NIPSCO
45330	7/22/20	TDSIC	Approved NIPSCO's Transmission, Distribution, and Storage System Improvement Charge ("TDSIC") gas plan for the period 2020 through 2025
45455	7/14/21	DSM	Approved NIPSCO's gas demand side management programs for the period 2022 through 2023
45703	12/28/22	FMCA	Approved NIPSCO's Pipeline Safety III Compliance Plan for the period 2022 through 2026
45772	8/2/23	Rates	Approved common depreciation rates and new electric base rates for NIPSCO
45850	8/30/23	DSM	Approved NIPSCO's gas demand side management programs for the period 2024 through 2026

NORTHERN INDIANA PUBLIC SERVICE COMPANY

IURC GAS SERVICE TARIFF

ORIGINAL VOLUME NO. 10

SCHEDULE OF RATES APPLICABLE TO GAS SERVICE

IN

CITIES, TOWNS AND UNINCORPORATED COMMUNITIES

Issued Date
__/__/2024

Effective Date
__/__/2024



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**INDEX OF CITIES, TOWNS AND UNINCORPORATED
COMMUNITIES FURNISHED GAS SERVICE***

Location	County	Zone	Island	Location	County	Zone	Island
Aboite	Allen	B		Bunker Hill	Miami	A	
Adams Lake	LaGrange	A	ANR	Burket	Kosciusko	A	
Adamsboro	Cass	A		Burlington	Carroll	B	PEPL
Ade	Newton	A		Burnettsville	White	A	
Ainsworth	Lake	A		Burns Harbor	Porter	A	
Akron	Fulton	A		Burr Oak	Marshall	A	
Albion	Noble	E		Burrows	Carroll	A	
Aldine	Starke	A		Butler	DeKalb	E	
Angola	Steuben	A	ANR	Byron	LaPorte	A	
Arcola	Allen	B		Camden	Carroll	A	
Ardmore	St. Joseph	A		Cedar Lake	Lake	A	
Argos	Marshall	A		Ceylon	Adams	B	ANR
Ashley	DeKalb	A	ANR	Chalmers	White	A	
Athens	Fulton	A		Chapman Lake	Kosciusko	A	
Atwood	Kosciusko	A		Chase	Benton	A	
Auburn	DeKalb	E		Chesterton	Porter	A	
Avilla	Noble	E		Chili	Miami	A	
Barbee Lakes	Kosciusko	A		Churubusco	Whitley	B	
Bass Lake	Starke	A		Claypool	Kosciusko	A	
Battle Ground	Tippecanoe	A		Clear Lake	Steuben	A	ANR
Beardstown	Pulaski	A		Clunette	Kosciusko	A	
Benton	Elkhart	A		Clymers	Cass	A	
Berne	Adams	B	ANR	Coesse	Whitley	B	
Beverly Shores	Porter	A		Collamer	Whitley	B	
Big Long Lake	LaGrange	A	ANR	Columbia City	Whitley	B	
Blue Lake	Whitley	B		Corunna	DeKalb	E	
Bluffton	Wells	B	PEPL	Craigville	Wells	B	
Boone Grove	Porter	A		Cromwell	Noble	A	
Boswell	Benton	A		Crooked Lake	Steuben	A	ANR
Bourbon	Marshall	A		Crown Point	Lake	A	
Bremen	Marshall	A		Crumstown	St. Joseph	A	
Bringhurst	Carroll	A		Crystal Lake	Kosciusko	A	
Bristol	Elkhart	A		Culver	Marshall	A	
Brook	Newton	A		Cutler	Carroll	A	
Brookston	White	A		Decatur	Adams	B	
Bruce Lake	Fulton	A		Deep River	Lake	A	
Brunswick	Lake	A		DeLong	Fulton	A	
Buffalo	White	A		Delphi	Carroll	A	

* Rural territory adjacent to each community is in same zone. Island Pipeline: ANR: ANR Pipeline Co.; PEPL: Panhandle Eastern Pipeline Co.; TRK: Trunkline Gas Co.

Issued Date
__/__/2024

Effective Date
__/__/2024



**INDEX OF CITIES, TOWNS AND UNINCORPORATED
COMMUNITIES FURNISHED GAS SERVICE***

Location	County	Zone	Island	Location	County	Zone	Island
DeMotte	Jasper	A		Grabill	Allen	B	
Denham	Pulaski	A		Granger	St. Joseph	A	
Denver	Miami	A		Grass Creek	Fulton	A	
Dewart Lake	Kosciusko	A		Greentown	Howard	B	PEPL
Dixon Lake	Marshall	A		Griffith	Lake	A	
Donaldson	Marshall	A		Grissom AFB	Miami	A	
Door Village	LaPorte	A		Grovertown	Starke	A	
Dune Acres	Porter	A		Hamilton	Steuben	E	
Duneland Beach	LaPorte	A		Hamilton	DeKalb	E	
Dunfee	Whitley	B		Hamlet	Starke	A	
Dunlap	Elkhart	A		Hammond	Lake	A	
Dyer	Lake	A		Hanna	LaPorte	A	
Earl Park	Benton	A		Harlan	Allen	B	
East Chicago	Lake	A		Hebron	Porter	A	
Elkhart	Elkhart	A		Helmer	DeKalb	A	ANR
Emma	LaGrange	A		Helmer	Steuben	A	ANR
Etna Green	Kosciusko	A		Hemlock	Howard	B	
Fair Oaks	Jasper	A		Hessen Cassel	Allen	B	
Fish Lake	LaPorte	A		Hibbard	Marshall	A	
Flint Lake	Porter	A		Highland	Lake	A	
Flora	Carroll	A		Hill Lake	Kosciusko	A	
Foraker	Elkhart	A		Hoaglan	Allen	B	
Foresman	Benton	A		Hobart	Lake	A	
Foresman	Newton	A		Hoffman Lake	Kosciusko	A	
Forest	Clinton	B	PEPL	Howe	LaGrange	A	ANR
Fort Wayne	Allen	B		Hudson	DeKalb	A	ANR
Fowler	Benton	A		Hudson	Steuben	A	ANR
Francesville	Pulaski	A		Hudson Lake	LaPorte	A	
Freeman Lake	Carroll	A		Huntertown	Allen	B	
Fremont	Steuben	A	ANR	Huntington	Huntington	B	
Fulton	Fulton	A		Idaville	White	A	
Garrett	DeKalb	E		Ijamsville	Wabash	A	
Gary	Lake	A		Independence Hill	Lake	A	
Galveston	Cass	B	PEPL	Indiana Village	St. Joseph	A	
Geneva	Adams	B	ANR	Inwood	Marshall	A	
Gilead	Miami	A		Jimtown	Elkhart	A	
Goodland	Newton	A		Kendallville	Noble	A	ANR
Goshen	Elkhart	A		Kentland	Newton	A	

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Location	County	Zone	Island	Location	County	Zone	Island
Kersey	Jasper	A		Liberty Mills	Wabash	A	
Kewanna	Fulton	A		Ligonier	Noble	A	
Kingsbury	LaPorte	A		Logansport	Cass	A	
Kingsford Heights	LaPorte	A		Long Beach	LaPorte	A	
Kingsland	Wells	B		Long Lake	Porter	A	
Knox	Starke	A		Long Lake	Wabash	A	
Kokomo	Howard	B	PEPL	Lowell	Lake	A	
Koontz Lake	Starke	A		Lucerne	Cass	A	
Kouts	Porter	A		Lydick	St. Joseph	A	
La Crosse	LaPorte	A		Macy	Miami	A	
La Porte	LaPorte	A		Magley	Adams	B	
LaGrange	LaGrange	A	ANR	Malden	Porter	A	
Lagro	Wabash	A		Markle	Wells	B	
Lake Dalecarlia	Lake	A		Meadow Acres	Kosciusko	A	
Lake Eliza	Porter	A		Medaryville	Pulaski	A	
Lake Gage	Steuben	A	ANR	Mentone	Kosciusko	A	
Lake George	Steuben	A	ANR	Merrillville	Lake	A	
Lake James	Steuben	A	ANR	Mexico	Miami	A	
Lake Manitou	Fulton	A		Miami	Miami	B	PEPL
Lake Maxinkuckee	Marshall	A		Michiana Shores	LaPorte	A	
Lake of Silver Lake	Kosciusko	A		Michigan City	LaPorte	A	
Lake of the Woods	Marshall	A		Michigantown	Clinton	B	
Lake of the Woods	LaGrange	A	ANR	Middlebury	Elkhart	A	
Lake of the Woods	Steuben	A	ANR	Milford	Kosciusko	A	
Lake Station	Lake	A		Mill Creek	LaPorte	A	
Lake Village	Newton	A		Millersburg	Elkhart	A	
Laketon	Wabash	A		Mishawaka	St. Joseph	A	
Lakeville	St. Joseph	A		Mongo	LaGrange	A	ANR
Laotto	Noble	B		Monmouth	Adams	B	
LaPaz	Marshall	A		Monon	White	A	
Larwill	Whitley	B		Monroe	Adams	B	ANR
Laud	Whitley	B		Monroeville	Allen	B	PEPL
Lawrence Lake	Marshall	A		Monterey	Pulaski	A	
Leesburg	Kosciusko	A		Monticello	White	A	
Leiters Ford	Fulton	A		Morocco	Newton	A	
Leo	Allen	B		Mount Ayr	Newton	A	
Leroy	Lake	A		Munster	Lake	A	
Lewisburg	Cass	A		Myers Lake	Marshall	A	

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Nappanee	Elkhart	A		Pinhook	LaPorte	A	
New Carlisle	St. Joseph	A		Pinola	LaPorte	A	
New Chicago	Lake	A		Pittsburg	Carroll	A	
New Elliott	Lake	A		Pleasant Lake	Steuben	A	ANR
New Haven	Allen	B		Pleasant Ridge	Jasper	A	TRK
New Paris	Elkhart	A		Plymouth	Marshall	A	
New Waverly	Cass	A		Portage	Porter	A	
North Judson	Starke	A		Porter	Porter	A	
North Liberty	St. Joseph	A		Pottawattamie Park	LaPorte	A	
North Manchester	Wabash	A		Preble	Adams	B	
North Webster	Kosciusko	A		Pretty Lake	LaGrange	A	ANR
Norway	White	A		Pretty Lake	Marshall	A	
Notre Dame	St. Joseph	A		Raber	Whitley	B	
Nyona Lake	Fulton	A		Radnor	Carroll	A	
Oak Grove	Starke	A		Remington	Jasper	A	
Oakford	Howard	B		Rensselaer	Jasper	A	
Ober	Starke	A		Rexville	Lake	A	
Ockley	Carroll	A		Reynolds	White	A	
Ogden Dunes	Porter	A		Rich Valley	Wabash	A	
Onward	Cass	A		Riverdale	Elkhart	A	
Orland	Steuben	A	ANR	Roann	Wabash	A	
Osceola	St. Joseph	A		Roanoke	Huntington	B	
Ossian	Wells	B		Rochester	Fulton	A	
Oswego	Kosciusko	A		Rockfield	Carroll	A	
Otis	LaPorte	A		Rolling Prairie	LaPorte	A	
Otterbein	Benton	A		Rome City	Noble	A	ANR
Otterbein	Tippecanoe	A		Roseland	St. Joseph	A	
Owasco	Carroll	A		Roselawn	Newton	A	
Oxford	Benton	A		Ross	Lake	A	
Palestine	Kosciusko	A		Rossville	Clinton	A	
Palmer	Lake	A		Royal Center	Cass	A	
Patton	Carroll	A		Russiaville	Howard	B	PEPL
Peabody	Whitley	B		Saugany Lake	LaPorte	A	
Peru	Miami	A		Saint Joe	DeKalb	B	
Peterson	Adams	B		Salem Heights	LaPorte	A	
Pierceton	Kosciusko	A		San Pierre	Starke	A	
Pine Village	Warren	A		Schererville	Lake	A	
Pines	Porter	A		Schneider	Lake	A	

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Servia	Wabash	A		Twin Lakes	LaGrange	A	ANR
Shafer Lake	White	A		Twin Lakes	Marshall	A	
Sharpsville	Tipton	B	PEPL	Tyner	Marshall	A	
Shelby	Lake	A		Union Center	LaPorte	A	
Shipshewana	LaGrange	A		Union Mills	LaPorte	A	
Shipshewana Lake	LaGrange	A		Uniondale	Wells	B	
Shoe Lake	Kosciusko	A		Urbana	Wabash	A	
Silver Lake	Kosciusko	A		Valparaiso	Porter	A	
Smithson	White	A		Wabash	Wabash	A	
South Bend	St. Joseph	A		Wahob Lake	Porter	A	
South Haven	Porter	A		Wakarusa	Elkhart	A	
South Milford	LaGrange	A	ANR	Walkerton	St. Joseph	A	
South Whitley	Whitley	B		Wall Lake	LaGrange	A	ANR
Speicherville	Wabash	A		Wall Lake	Steuben	A	ANR
Spencerville	Allen	B		Walton	Cass	A	
Springville	LaPorte	A		Wanatah	LaPorte	A	
St. John	Lake	A		Warsaw	Kosciusko	A	
Star City	Pulaski	A		Waterford	LaPorte	A	
Stillwell	LaPorte	A		Waterford Mills	Elkhart	A	
Stroh	LaGrange	A	ANR	Waterloo	DeKalb	E	
Sumava Resorts	Newton	A		Wawasee	Kosciusko	A	
Swanington	Benton	A		Webster Lake	Kosciusko	A	
Syracuse	Kosciusko	A		Wellsboro	LaPorte	A	
Talma	Fulton	A		West Middleton	Howard	B	PEPL
Teegarden	Marshall	A		Westville	LaPorte	A	
Templeton	Benton	A		Wheatfield	Jasper	A	
Thayer	Newton	A		Wheeler	Porter	A	
Thornhope	Pulaski	A		Whiting	Lake	A	
Tippecanoe	Marshall	A		Witmer Lake	LaGrange	A	ANR
Tippecanoe Lake	Kosciusko	A		Williams	Adams	B	
Tipton	Tipton	B		Windfall	Tipton	B	PEPL
Tocsin	Wells	B		Winfield	Lake	A	
Topeka	LaGrange	A		Winamac	Pulaski	A	
Toto	Starke	A		Winona Lake	Kosciusko	A	
Tracy	LaPorte	A		Wolcott	White	A	
Trail Creek	LaPorte	A		Wolcottville	LaGrange	A	ANR
Treaty	Wabash	A		Wolcottville	Noble	A	ANR
Tri-Lakes	Whitley	B		Woodburn	Allen	B	

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Location	County	Zone	Island		Location	County	Zone	Island
Woodland	St. Joseph	A			Yeoman	Carroll	A	
Woodville	Porter	A			Yoder	Allen	B	
Wyatt	St. Joseph	A			Young America	Cass	B	
Yellow Creek Lake	Kosciusko	A			Zanesville	Allen	B	

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1. DEFINITIONS

Unless otherwise specified in the Rate Schedule, the following terms shall have the meanings defined below when used in this Tariff for Gas Service:

- 1.1 Applicant. Any new customer requesting a new or current customer changing existing Rate Schedules.
- 1.2 Automated Meter Reading (AMR). The hardware, equipment and technology used to automatically remotely collect consumption data and status from the gas service metering device and transferring that data to a central database for billing, troubleshooting, and analysis.
- 1.3 Average Daily Quantity (ADQ). The average quantity of gas specified in the Customer's annual plan for a particular calendar month.
- 1.4 Bill. An itemized list or statement of fees and charges for gas service. A Bill may be rendered by mail or by electronic means.
- 1.5 Billing Demand. That Demand, stated in Therms, upon which the Demand Charge in the Customer's Bill is determined in any given month.
- 1.6 Billing Period. The Billing Period is defined as the period for which a Customer has been billed. The Billing Period is the duration from the Bill's start date to the Bill's end date.
- 1.7 British Thermal Unit or Btu. The average amount of heat necessary to increase the temperature of one pound of water by 1 degree Fahrenheit in the temperature range of 32 degrees to 212 degrees Fahrenheit at 14.73 pounds per square inch absolute pressure.
- 1.8 Burner Tip. The point of commodity transfer between the Company and the Customer.
- 1.9 Cash-Out. The monetary settlement of over-delivery and under-delivery gas imbalances between the Company and Pool Operators or Transportation Customers.
- 1.10 C.C.T. Central Clock Time. Either Central Standard Time or Central Daylight Time, whichever is in effect in Chicago, Illinois.
- 1.11 Central Standard Time. One of the standard times used in North America based on the local time of 90° meridian, six hours behind Greenwich Mean Time. All times referred to herein are Central Standard Time unless another time zone is expressly identified.
- 1.12 Commercial Customer. Any Customer primarily engaged in wholesale or retail trade and services, any local, state and federal government agency and any Customer not covered by another classification.

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1. DEFINITIONS (Continued)

- 1.13 Commission or IURC. Indiana Utility Regulatory Commission, or its successor.
- 1.14 Commodity Charge. The portion of a Customer's Bill based on the Customer's energy consumption, in Therms, under the applicable Rate Schedule.
- 1.15 Company. Northern Indiana Public Service Company LLC.
- 1.16 Company Gas Standards. The Gas Quality Specifications in Rule 18 below.
- 1.17 Company Rules. The part of the Company's Tariff setting forth the General Rules and Regulations Applicable to Gas Service, as approved by the Commission.
- 1.18 Critical Overtake Day. See Rider 331 – Critical Undertake Day or Critical Overtake Day Penalty.
- 1.19 Critical Period. Any time declared by the Company whenever any of the following conditions occurs or is anticipated to occur, which jeopardizes the operational integrity of all or a portion of the Company's system:
- (1) Any area of the Company's system is operating or is expected to be operating at or near design capacity;
 - (2) Failure or operational constraint of the Company's transmission, distribution, or gas storage facilities;
 - (3) System pressure, affected by pipelines' delivery pressures or other unusual conditions;
 - (4) The Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; and
 - (5) The Company's pipeline transporters, suppliers or other utilities issue or declare an Operational Flow Order or the equivalent of a Critical Period.
- 1.20 Critical Undertake Day. See Rider 331 – Critical Undertake Day or Critical Overtake Day Penalty.
- 1.21 Curtailement. The reduction of a Customer's delivery at the request of the Company pursuant to the Tariff.
- 1.22 Curtailement Threshold. The daily gas usage level that a Customer shall not exceed.
- 1.23 Customer. Any person, firm, corporation, municipality, or other government agency which has agreed orally or otherwise, to pay for gas service received from a public utility.
- 1.24 Customer Charge. The dollar amount set forth in each Rate Schedule.
- 1.25 Days. Unless otherwise noted, "days" means calendar days.

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GENERAL RULES AND REGULATIONS
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1. DEFINITIONS (Continued)

- 1.26 Delinquent Bill. A Customer Bill that has remained unpaid for the period set forth in 170 IAC 5-1-13.
- 1.27 Demand. The daily average of the quantity of gas used by the Customer for the Billing Period that the Company's Peak Day occurs. It is calculated by taking the Customer's total quantity of gas that is delivered in the Billing Period that the Peak Day occurs and dividing by the number of days in that Billing Period.
- 1.28 Demand Charge. The portion of a Customer's Bill based on the Customer's Demand and calculated on the Billing Demand under the applicable Rate Schedule.
- 1.29 Disconnection. The termination or discontinuance of gas service.
- 1.30 Distribution Charge. The portion of a Customer's Bill based on the Customer's per unit Therm consumption under the applicable Rate Schedule.
- 1.31 Dwelling Unit. A residential living quarter.
- 1.32 FERC. Federal Energy Regulatory Commission, or its successor.
- 1.33 Gas Cost Adjustment (GCA). The additional charges or credits the Company includes in a Customer's Bill to offset the variance in the gas cost component in base rates compared to actual gas costs. This adjustment is represented as cents per Therm.
- 1.34 Gas Day. A period of 24 consecutive hours beginning at 9:00 AM Central Clock Time.
- 1.35 General Service. Service provided to a Non-Residential Customer.
- 1.36 Gross Margin. Revenues minus cost of gas.
- 1.37 Human Needs Customers. Customers that include hospitals, medical centers, nursing homes and Customers where Curtailments would adversely affect public health and safety such as municipal fire departments, police departments, civil defense, emergency Red Cross services, and essential electric services.
- 1.38 Industrial Customer. Any Customer who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- 1.39 Interruption. The reduction of a Customer's usage at the request of the Company pursuant to the Company's Tariff.
- 1.40 Island Customer. A Customer located in the area served by the Company where there is only one supplying pipeline.

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GENERAL RULES AND REGULATIONS
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1. DEFINITIONS (Continued)

- 1.41 IURC Rules. Rules and regulations for gas utilities promulgated by the IURC, codified in Title 170 of the Indiana Administrative Code (IAC), Article 5.
- 1.42 Living Quarters. Hotels, motels, dormitories and similar dwelling places.
- 1.43 Maximum Allowable Delivery Factor. The Company determined uniform percent reduction applicable to all Choice Suppliers electing the Base Load Option for forecasting.
- 1.44 Maximum Daily Quantity (MDQ). The maximum amount of gas that the Company is contractually required to deliver to the Customer during any day in the billing month.
- 1.45 NIPSCO or Northern Indiana Public Service Company. Northern Indiana Public Service Company LLC.
- 1.46 Non-Residential Customer. Any customer that is not a Residential Customer.
- 1.47 Non-Sufficient Funds. An account shall be considered to have Non-Sufficient Funds for the following reasons:
1. The Customer's payment is considered delinquent by the banking institution.
 2. The Customer has supplied the incorrect bank account number.
 3. The Customer's bank account number is no longer available.
 4. The Customer has issued a stop payment by the banking institution to the Company.
 5. The Customer pays electronically, and a chargeback is subsequently assessed by the Customer's financial institution.
 6. Any other instance when the financial institution refuses to honor the tendered payment.
- 1.48 Non-Swing Pipeline. The upstream interstate pipeline that a Customer or the customer's agent or supplier has elected to nominate gas to the Company that is not the Swing Pipeline. Volumes nominated on the Non-Swing Pipeline will be considered first through the meter.
- 1.49 Notification Period. The timeframe in which the Company shall provide notification of its intent to implement a Critical Period. Such timeframe shall be as far as is practicable in advance of such implementation, but not less than thirty (30) minutes.
- 1.50 Operational Flow Order. An order declared by a transporting pipeline that increases the otherwise normal charges for failure to comply with specific operational constraints.
- 1.51 Peak Day. The day of the year that the maximum throughput of gas occurs for the Company.

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GENERAL RULES AND REGULATIONS
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1. DEFINITIONS (Continued)

- 1.52 Percentile of Daily Usage. A measure of daily gas usage over the specified period where the given percentile represents the percentage of days in which a Customer's actual daily gas usage was at, or below, that level.
- 1.53 Pool. The Company, a group of Transportation Customers under Rate 328 or Rate 338 or Supplier Choice Customers under Rider 380 who are aggregated by a Pool Operator to manage daily imbalances.
- 1.54 Pool Operator. The Company, a marketer or supplier who has been designated to manage daily imbalances as an agent for Transportation Customers under Rate 328 or Rate 338, or for Supplier Choice Customers under Rider 380.
- 1.55 Premise (also Single Premise). The main residence, or Living Quarters for the use of a single family, or main building of a Commercial Customer, which includes the outlying or adjacent buildings used by the Customer provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building.
- 1.56 Present Value. The current value of a future payment, or stream of payments, discounted at the rate of return allowed in the Commission rate order at the time the Company's Rate Schedules go into effect.
- 1.57 Producer. A company or its agent that makes or processes Renewable Gas.
- 1.58 PSIG. Pounds per square inch gauge.
- 1.59 Rate Schedules. The part of the Company's Tariff setting forth the availability and charges for service supplied to a particular group of Customers, as approved by the Commission.
- 1.60 Renewable Gas. Gas produced from agricultural or municipal waste that, with or without further processing, has characteristics (a) consistent with the provisions of 170 IAC 5-1-22 and (b) consistent with the provisions of all applicable NIPSCO Gas Standards, and (c) that in sole view of the Company does not otherwise pose a hazard to inclusion in the Company's transmission and/or distribution lines when co-mingled with natural gas.
- 1.61 Residential Customer. Any Customer that resides in a residential dwelling, mobile home, apartment or condominium using gas service.
- 1.62 Residential Service. Service provided to a Residential Customer.
- 1.63 Riders. The part of the Company's Tariff setting forth supplemental provisions applicable to specific Rate Schedules, as approved by the Commission.

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GENERAL RULES AND REGULATIONS
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1. DEFINITIONS (Continued)

- 1.64 Sales Customer. A Customer receiving Sales Service from the Company.
- 1.65 Sales Service. Gas service involving the delivery by the Company to the Customer of Company supplied gas.
- 1.66 Service. The supply of gas by the Company to Customer.
- 1.67 Supplier. Any party that arranges for delivery of gas to the Company's gas system on behalf of NIPSCO Customers.
- 1.68 Swing Pipeline. The upstream interstate pipeline that a Customer or the Customer's agent or supplier has contracted service with to manage daily imbalances.
- 1.69 Tariff. The entire body of the Rules, Rate Schedules and Riders.
- 1.70 Therm. Commercial unit of heat. One Therm equals one hundred thousand Btu.
- 1.71 Transportation Customer. A Customer receiving Transportation Service from the Company.
- 1.72 Transportation Service. Gas service involving the delivery by the Company to the Customer of Customer-delivered gas.

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GENERAL RULES AND REGULATIONS
Applicable to Gas Service

2. TARIFF ON FILE

2.1 Tariff on File

Gas service furnished by the Company is subject to this Tariff which is at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Commission, and which is, by reference, made a part of all standard agreements (both oral and written) for service. Failure of the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

A copy of the Tariff under which service will be supplied is posted or filed for the convenience of the public in the office of the Company, with the Commission, and on the Company's website. The Commission has continuing jurisdiction over the Tariff in its entirety. The Tariff, or any part thereof, may be revised, amended, or otherwise changed from time to time and any such change, when approved by the Commission, will supersede the present Tariff, or the applicable part thereof.

2.2 Special Conditions and Provisions

The Rules set forth the conditions under which service is to be rendered, and govern all Rate Schedules to the extent applicable. In case of conflict between any provision of a Commission-approved agreement, Rate Schedule, Rider and/or Rule, the order of priority in interpretation shall be the (1) agreement, (2) Rate Schedule, (3) Rider, and (4) Rule.

The Company shall have the right to execute agreements for service under any Rate Schedule or Rider that requires an agreement. The Company shall also have the right to execute other agreements for service provided, however, such agreements requiring Commission approval shall be contingent upon receipt of such approval.

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GENERAL RULES AND REGULATIONS
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3. CHARACTER OF SERVICE

3.1 Standard Installation

The Company shall provide, as a standard installation, facilities required to supply a Residential Customer with service from a medium pressure system (60 PSIG or less) without charge for a service of not more than 150 feet in length from the property line of the Customer to the service connection at the meter. A charge will be applied by the Company for a service in excess of 150 feet in length from the property line of the customer to the service connection at the meter in accordance with Rule 6.1.

For Residential Service, the maximum Customer required delivery pressure shall be 2 PSIG. Any Customer requiring pressure exceeding 2 PSIG will be ineligible for the Residential Rate, and will instead be served under the applicable General Service.

The Company will supply a Non-Residential Customer served from a medium pressure system (60 PSIG or less) without charge for a service 150 feet or less of 2 inch Iron Pipe Size or smaller pipe from the property line of the Customer to the service connection at the meter set with a delivery pressure of 10 PSIG or less. A charge will be applied by the Company for a service in excess of 150 feet, an iron pipe size (IPS) pipe larger than 2 inches or a delivery pressure of greater than 10 PSIG in accordance with Rule 6.1.

For General Service, suitable arrangements shall be made between the Company and the Customer with regard to the extent of the service facilities installed by the Company in accordance with Rules 4.1 and 6.1.

The Company will locate the point at which the Company's meter installation will attach to the Customer's piping, and the Customer's piping shall be run to this point for attachment to the meter. In no event shall the service line be run under or through any portion of the building then constructed or to be constructed at a future date, except at the point immediately preceding the metering location. The Company will extend its distribution mains a reasonable distance, as may be determined by the Company for the purpose of supplying gas service for a new connection.

After installation, any required relocation of the Company's facilities due to changes made either at the Customer's request or as the result of the Customer's activity that causes the installation to be out of compliance with the Minimum State Safety Standards for the Transportation of Gas and Related Pipeline Facilities shall be made at the Customer's expense.

3.2 Average Heating Value

Gas supplied under the Rate Schedules shall have a monthly average heating value of approximately 1,000 Btu per Cubic Foot.

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4. APPLICATION, SERVICE REQUEST OR AGREEMENT

4.1 Written Application or Agreement Required

A written application for service may be required from a Customer before the Company will be obligated to supply service. The Company shall have the right to reject any application or agreement for valid reason. When special construction or equipment expense is necessary to furnish service, the Company may require an agreement for a suitable period of time and reasonable guarantees pursuant to Rule 6. Certain Rate Schedules may require the execution of an agreement for service, and specify a minimum agreement term. By receiving service under a specific Rate Schedule or Rider, the Customer or Customer's heirs, successors and assigns has agreed to all terms and conditions of this Tariff and the applicable Rate Schedule or Rider. A Customer's refusal or inability to sign an agreement as specified by the Tariff, Rate Schedule or Rider in no way relinquishes the Customer's obligations as specified herein.

4.2 Service to be Furnished

4.2.1 New Customers

The Customer shall provide in writing upon request of the Company its gas usage characteristics to be served. This information will be used by the Company to determine the character of the service and the conditions under which the Customer will be served. For the purposes of Rule 13.5.2.1, the calculation of Curtailment Threshold level 1 will be based upon best efforts forecast usage.

4.2.2 Existing Customers: Notify Company Before Increasing Load

The service connections, regulators, meters and equipment supplied by the Company have definite capacity, and no substantial addition to the gas consuming equipment should be made without first consulting with the Company. The Customer shall notify the Company in writing of any material increase in load no less than sixty (60) days prior to the addition of that load. For the purposes of Rule 13.5.2.1, the Company will work with Customer to calculate Curtailment Threshold level 1 utilizing historical and best efforts forecast usage.

4.3 Modification of Agreement

No promises, agreements or representation of any agent of the Company shall be binding upon the Company unless the same shall have been incorporated in a written agreement before such agreement is signed and approved by an agent of the Company with apparent authority to sign such agreement on behalf of the Company.

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5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION

5.1 Single Premise

The Rate Schedules are predicated upon the supply of service to the Customer separately for each Premise and for the ultimate usage of such separate Premise. The combining of service of two (2) or more separate classifications through a single meter, or of two (2) or more Premises, or of two (2) or more separate Dwelling Units of the same Premise, will be permitted only under such Rules as approved by the Commission. An outlying or adjacent building of the Customer, if located on the same Premise, may be served from the supply to the main residence or building, provided the use of such supply to the adjacent building is supplementary to the usage in the main residence or building.

5.2 Premise Containing Two (2) Meters

If the Customer chooses not to supply the outlying or adjacent buildings by the main service, the Company will consider this a non-standard installation and may install a separate service pursuant to Rule 6. The installed separate service shall be classified under one of the Rate Schedules based on the Customer's gas usage characteristics.

5.3 Building Containing Two (2) or More Separate Dwelling Units

Where Residential Service is supplied through one (1) meter to an apartment house or to a building, each containing five (5) or less separate Dwelling Units, the Customer shall be served under Rate 215 – Multiple Family Housing Service.

The Customer may arrange the piping at the Customer's own expense, so as to separate the combined service and permit the Company to install a separate meter for each separate Dwelling Unit. In each such case, the readings of each separate meter shall be billed separately under Rate 211 – Residential Rate. In such case, the piping shall be arranged to provide for the grouping of all meters at the service entrance.

5.4 Combined Residential and General Service

Where both Residential and General Service are supplied through one service and one meter to the same Customer on the same Premise, such combined service shall be classed as Non-Residential and billed under the applicable General Service rate.

At the option of the Customer, the connections may be arranged at the Customer's expense so as to separate the Residential and General Service to permit installation of two (2) meters, in which case Rate 311 – Residential Rate will apply to the Residential Service and the applicable General Service rate will apply to the General Service.

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5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION (Continued)

5.5 Choice of Optional Rate

Where optional Rate Schedules are available for the same class of service, the Customer shall designate the applicable Rate Schedule by signing an agreement where required by the Rate Schedule or signing a rate release form when an agreement is not required. Where selection of the most favorable Rate Schedule is difficult to predetermine, the Customer will be given a reasonable opportunity to change to another Rate Schedule, provided, however, that after one (1) such change is made, the Customer may not make a further change in Rate Schedule until twelve (12) months have elapsed.

The Company will, at the request of the Customer, assist the Customer in selecting the Rate Schedule most advantageous to the Customer, but the Company does not guarantee that the Customer will at all times be served under the most advantageous Rate Schedule.

In no case will the Company refund any difference in charges between the Rate Schedule under which service was supplied in prior periods and the newly selected Rate Schedule.

5.6 Resale of Service

Service shall be for the sole use of Customer and shall not be furnished under any Rate Schedule to any Customer for the purpose of reselling any or all such service.

5.7 Agreement Termination upon Implementation of New Base Rates and Charges

Except as provided otherwise in this Tariff, all agreements for retail service shall terminate without further notice upon the effective date of the Company's implementation of new base rates and charges (either temporary or permanent) resulting from a general rate proceeding. For purposes of this Tariff provision, new base rates and charges shall not include a subsequent adjustment of rates made by the Company after implementation of rates and charges to comply with the Order. An example of such an adjustment is an adjustment to base rates required by the Commission Order to reflect the expiration of an amortization period.

5.8 Default Schedule for Non-Residential Customers

In the absence of an executed agreement between the Company and the Customer, service to a Non-Residential Customer shall be provided at the rates and charges set forth in Rate 321.

5.9 Transportation and Sales Service

Any Customer not served under Rider 380 requesting a switch from or to a third-party supplier of gas to or from the Company's supply service option will be in accordance with the following provisions:

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5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION (Continued)

- 5.9.1 The Customer shall provide a 120-day notice to the Company.
- 5.9.2 As a condition precedent to such a request, the Customer shall enter into a written agreement with the Company. The initial term of the agreement will be for twenty-four (24) months and will continue thereafter on a month-to-month basis for a maximum additional thirty-six (36) months, until terminated in accordance with the notice provision above.
- 5.9.3 Upon the Customer's switching from a third-party supplier of gas to the Company's supply service option, the Customer will be subject to any applicable Riders as identified in Appendix A for the Rate Schedule.
- 5.9.4 Upon receipt of such notice, the Company will determine whether Customer's request will require the Company to modify its interstate transportation, storage and supply positions. The Company may charge the Customer for costs that are incurred to accommodate Customer's request.

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6. SERVICE EXTENSIONS AND MODIFICATIONS

6.1 Extension of Services Beyond Standard Installations

Upon request by a Residential Customer or Non-Residential Customer for service, the Company will provide necessary facilities for rendering a standard installation under Rule 3.1 at no charge.

6.1.1 The following definitions shall be applicable to this Rule:

6.1.1.1 “Margin Credits” for extension of lines and services for Residential Customers shall be equal to the prescribed Present Value of incremental Gross Margin as estimated by the Company for a period of six (6) years, which shall not in any event be less than \$1,800, for each residential meter. “Margin Credits” for Non-Residential Customers shall be equal to the Present Value of incremental Gross Margin associated with each Non-Residential meter as estimated by the Company for a six (6) year period.

6.1.1.2 “Margin Costs” shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of gas facilities, as estimated by the Company using the information provided to the Commission in the Company’s annual filings pursuant to 170 IAC 5-1-27(D).

6.1.1.3 The values identified in 6.1.1.1 and 6.1.1.2 shall be subject to change in any proceeding proposing adjustment to NIPSCO’s basic rates and charges or in a separate proceeding filed in conformance with the IURC Rules.

6.1.2 For extension of lines and services beyond standard installations for Residential Customers, a contribution must be provided when the Margin Costs exceed the Margin Credits.

For extension of lines and services beyond standard installations for Non-Residential Customers, the Non-Residential Customer must provide a contribution, a letter of credit (in a form satisfactory to the Company), or minimum guarantee prior to installation of the facilities when the Margin Costs exceed the Margin Credits; provided, however, if in the opinion of Company (i) the estimated cost of such extension and the prospective margin to be received is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (ii) there will be slight or no immediate demand for service, or (iii) the installation will require extensive equipment with slight or no immediate demand for service, or (iv) the estimated cost of the extension otherwise places Company and/or other Customers at risk of recovering the costs associated with the investment; then Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial Applicant(s) in the amount of the total estimated cost of construction and other improvements.

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6. SERVICE EXTENSIONS AND MODIFICATIONS (Continued)

6.1.2.1 Deposits held may be returned to initial Applicant(s) based on the amount of Margin Credits received by Company, for a period of six (6) years and up to the amount of the original deposit, in at least annual installments.

6.1.2.2 In the event that the initial Applicant(s) is (are) required to make a deposit, Company shall, upon request, make available to the initial Applicant(s) the information used to establish the basis for the applicable deposit amount.

6.1.3 For each Non-Residential Customer, exclusive of the initial Applicant(s) considered in the making of an extension, that has connected a service line to such an extension within the six (6) year period from the completion of such extension, the Company shall credit to each initial Applicant's minimum guarantee or initial contribution on an annual basis, an amount equal to the Margin Credits of each subsequent meter less the Margin Costs to service such new Customer. This credit shall be in proportion to each Applicant's respective contribution toward the cost of such initial extension. The total of all credits from all customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant.

6.1.4 For each Residential Customer, exclusive of the initial Applicant(s) considered in the making of an extension, that has connected to such an extension within the six (6) year period from the completion of such extension, the Company shall credit to each initial Applicant's initial contribution, an amount equal to the Margin Credits for Residential Customer, less the Margin Costs to service such new Customer. This credit shall be in proportion to each Applicant's respective contribution toward the cost of such initial extension. The total of all credits from all customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant.

6.2 Modification or Relocation of Company's Facilities at Customer's Request

If Customer requests for Customer's convenience or by Customer's actions that the Company's facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, Customer shall reimburse Company for the entire cost incurred in making such change, including any and all required engineering studies.

6.3 New Residential Development Procedures

Before the Company will undertake facility investment and extensions of service to Residential developments or phase thereof:

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GENERAL RULES AND REGULATIONS
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6. SERVICE EXTENSIONS AND MODIFICATIONS (Continued)

- 6.3.1 As used in this Rule, “extensions” shall refer to extension of Company facilities required in order to provide gas service as requested by Customer(s) or prospective Customer(s). The following definitions shall be applicable to this Rule:
- 6.3.1.1 “Margin Credits” shall be equal to the total product of the planned number of residential meters multiplied by the prescribed Present Value of incremental Gross Margin as estimated by the Company for a period of six (6) years. This amount shall be subject to change in any proceeding proposing adjustment to NIPSCO’s basic rates and charges, or in a separate proceeding filed in conformance with the IURC Rules.
- 6.3.1.2 “Margin Costs” shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of gas facilities to a specific development, as estimated by the Company using the information provided to the Commission in the Company’s annual filings pursuant to 170 IAC 5-1-27(D).
- 6.3.2 Upon request for gas service by initial Applicants (a developer or a group of prospective Customers located in the same area), Company will extend, without charge, its facilities including distribution mains, underground service pipes, meters and other equipment necessary to provide the service, provided:
- 6.3.2.1 the Margin Credits for the specific development are equal to or greater than the Margin Costs for that development; and
- 6.3.2.2 the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- 6.3.3 If the Margin Costs of the facilities necessary to provide the gas service requested by initial Applicants exceeds the Margin Credits from such extension as provided in Rule 6.3.2, Company shall make such extension if the initial Applicants meet one of the following conditions:
- 6.3.3.1 Upon adequate provision for payment to Company by initial Applicants of that part of the Margin Costs in excess of the Margin Credits as provided in Rule 6.3.2; or

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6. SERVICE EXTENSIONS AND MODIFICATIONS (Continued)

- 6.3.3.2 If in the opinion of Company (a) the estimated cost of such extension and the prospective margin to be received from it is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (b) there will be slight or no immediate demand for service, or (c) the installation will require extensive equipment with slight or no immediate demand for service, or (d) the estimated cost of the extension otherwise places Company and/or other Customers at risk of recovering the costs associated with the investment; then Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial Applicants in the amount of the total estimated cost of construction and other improvements.
- 6.3.3.2.1 Deposits may be returned to initial Applicants based on the amount of Margin Credits received by Company, for a six (6) year period and up to the amount of the original deposit, in at least annual installments.
- 6.3.3.2.1 In the event that the initial Applicants are required to make any deposit, Company shall, upon request, make available to the initial Applicants the information used to establish the basis for the applicable deposit amount.
- 6.3.4 Applicants may, at their option, submit, or require Company to submit, to the Commission the terms of service and deposit or contribution determined by the Company under Rule 6.3.3.1 or 6.3.3.2 for review and determination as to the reasonableness of said terms.
- 6.3.5 For each Customer, exclusive of the initial Applicants considered in the making of an extension, that has connected a service line to such an extension within the six (6) year period from the completion of such extension, Company shall credit to each initial Applicant's minimum guarantee or initial contribution on an annual basis, an amount equal to the Margin Credits over a six (6) year period of each subsequent meter. The total of all credits from all Customers to any such Applicant shall in no event exceed the aforesaid contribution of such Applicant. Where a deposit is required under Rule 6.3.3.1, the total of all refunds to all initial Applicants in aggregate shall in no event exceed the total aggregate deposit of all initial Applicants. Such estimated Margin Credits from new Customer(s) shall also be subject to the provisions of Rule 6.3.3.2.

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6. SERVICE EXTENSIONS AND MODIFICATIONS (Continued)

6.3.6 Company shall not be required to make extension as provided in this Rule unless Customers to be initially served by such extension have entered into an agreement with Company, prior to the beginning of construction, setting forth the obligations and commitments of the parties to the agreement consistent with the provisions of this Tariff. The terms of the agreement may require Customer to provide a satisfactory guarantee to the Company of the performance of the Customer's obligations thereunder.

6.3.7 Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for any economic development rider as may be applicable in Company's Tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of agreement, reasonable guarantee of revenues, or other service conditions, provided that such special agreements are made on a non-discriminatory basis.

6.4 Temporary Service

The charge for temporary service, where existing facilities can be utilized to supply gas is consistent with the cost filings submitted annually to the Commission pursuant to 170 IAC 5-1-27. The applicable Rate Schedule shall apply for service furnished. The charge for temporary service other than those stated above shall be determined by estimating the cost of construction and removal of facilities, including labor, material, stores freight and handling, and job order overhead, less any estimated salvage value of material recovered. Temporary installation may continue for a period of more than twelve (12) months, if such installation conforms to the requirements of a permanent installation.

6.5 Excess Facilities

In the event service facilities in excess of a standard service under Rule 3.1 are requested by the Customer or are required to serve the Customer's load, the Company will extend such facilities therefore, subject to the following conditions:

6.5.1 The type, extent, and location of such service facilities shall be determined by agreement between the Company and the Customer;

6.5.2 Such service facilities shall be the property of the Company;

6.5.3 The Customer shall agree to pay to the Company a monthly rental equal to two and two tenths percent (2.20%) of the estimated installed cost of the excess facilities;

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6. SERVICE EXTENSIONS AND MODIFICATIONS (Continued)

- 6.5.4 The monthly rental shall be appropriately adjusted if a change is made in the excess facilities provided by the Company;
- 6.5.5 The Customer shall provide power as specified by the Company, if so required, to operate such service facilities; and
- 6.5.6 Such other conditions as are reasonably necessary due to special conditions of service.

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7. CUSTOMER INSTALLATIONS

7.1 Customer Piping and Equipment

The Applicant for service must, at the Applicant's expense, equip the Applicant's Premise with all piping and equipment from the meter to the appliances or equipment served. Such piping and equipment shall be installed and maintained in accordance with effective applicable state and local codes and in accordance with the Company Rules. The Company shall be under no duty to inspect the piping and equipment of the Applicant/Customer and in no event shall the Company be responsible therefore. The Applicant/Customer shall at all times maintain its piping and equipment beyond the outlet side of the meter.

7.1.1 Where an Applicant is located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

7.1.2 Where an Applicant's Premise is located in an area not governed by local inspection laws or ordinances, gas piping shall be installed in accordance with the requirements of the National Fuel Gas Code. Before furnishing service, the Company may require a certificate or notice of approval from a duly recognized authority stating that Applicant's gas piping has been installed in accordance with the requirements of the National Fuel Gas Code.

7.1.3 No responsibility shall attach to the Company because of any waiver of these requirements.

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8. EQUIPMENT ON CUSTOMER'S PREMISE

8.1 Company's Property and Protection Thereof

All meters or other appliances and equipment furnished by and at the expense of the Company, which may at any time be on or in the Customer's Premise, shall, unless otherwise expressly provided, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove or tamper with such property. If Company property is damaged or destroyed, through the negligence of the Customer or in violation of applicable provisions of the Tariff by the Customer, the cost of necessary repairs or replacements shall be paid by the Customer.

8.2 Location of Company Regulators, Meters and Equipment

If the form of service requires, the Customer shall provide, at Customer's expense and at a location satisfactory to the Company, a suitable place for necessary regulators, meters or other equipment which may be furnished by the Company.

8.3 Equipment Location Permit

If the Customer is not the owner of the Premise served or of intervening property between such Premise and the Company's main, the Customer shall obtain from such owner, or owners, in a form satisfactory to the Company, such permits or easements as are, in the opinion of the Company, necessary for the installation and maintenance on such Premise and on such intervening property, all piping, or other gas equipment as may be necessary for the supplying of gas service to the Customer.

8.4 Access to Premise

The properly authorized agents of the Company shall have the right to enter upon the Premise of the Customer at all reasonable times for the purpose of locating, inspecting, maintaining and providing access to facilities and reading, testing, repairing or replacing the meter(s), appliances and other equipment used in connection with its service and removing the same on the termination of the agreement or the discontinuation of service. Each meter and service regulator, whether inside or outside a building, must be installed in a readily accessible location and be protected from corrosion and other damage, including, if installed outside a building, vehicular damage that may be anticipated. "Readily accessible" means the location should accommodate immediate access at the request of the Company for reading, inspection, repairs, testing, maintenance, and replacement and operation of the gas shut-off valve. If a location is not readily accessible, or jeopardizes the safety of an authorized agent of the Company, as determined by the Company, the Company may request that the Customer take steps to correct the problem, or the Company may require the Customer to make payment to the Company of the full cost of correcting the problem.

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8. EQUIPMENT ON CUSTOMER'S PREMISE (Continued)

8.5 Tampering, Fraud, Theft or Unauthorized Use

When the Company detects fraudulent or unauthorized use of gas, or that the Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and effecting repairs necessitated by such unauthorized use and/or tampering. In any event, the Company may require Customer payment for such out-of-pocket costs. Under circumstances of fraud, theft, unauthorized use of gas, tampering or alteration of the Company's regulation, measuring equipment and/or other service facilities, the Company may disconnect service without notice and is not required to reconnect the service until a deposit and all the aforementioned charges, or an estimate of such charges, are paid in full, subject to any provision in the IURC Rules to the contrary. In the event of fraud, theft or unauthorized use of gas which is not upon or connected with a Customer's Premise, the ultimate user of the service shall be liable in the same manner as a Customer for gas service used, the incurred costs of field calls and effecting repairs, and Disconnection without notice.

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9. METERING

9.1 Meters to be Installed by Company

The gas supplied, unless otherwise specified, shall be measured by a meter or meters of standard manufacture, installed and owned by the Company. If more than one meter is installed for a Customer that is charged under two (2) or more Rate Schedules, each meter shall be considered by itself in calculating the amount of any bills. If, for the convenience of the Company, more than one (1) meter is installed on the same class of service at the same Premise for the same Customer, the sum of the registrations shall in all cases be taken as the total registration.

Where service is supplied at pressures in excess of ten (10) inches of water column or where gas temperature varies from 60° F., the Company may correct the volume of gas metered to correspond to gas of standard condition on a water vapor free basis, at an absolute pressure of 14.65 pounds per square inch, and at a temperature of 60° F.

Charges for metering may be imposed in accordance with Rule 17.5.

9.2 Meter Testing

The Company will test meters used for billing Customers in accordance with 170 IAC 5-1-9.

9.3 Failure of Meter and/or Instrumentation

Whenever it is discovered that a meter or associated instrumentation when used to correct metered gas volumes to standard conditions is not operating within the limits of accuracy as prescribed in the IURC Rules, an adjustment shall be made in accordance with such IURC Rules. In the event of the stoppage of or the failure of any meter or metering instrumentation equipment to register an accurate amount of gas consumed, the Customer will be charged or credited for such period on an estimated consumption based upon engineering calculations and measurements or Customer's use of gas in a similar period of like use and consistent with 170 IAC 5-1-14(B).

9.4 Correction of Metered Quantities for Billing

For the purpose of billing under this Rule, a Therm shall be one hundred cubic feet of gas at a temperature of 60° F, at an absolute pressure of 14.65 pounds per square inch, having an average total heating value equivalent to 100,000 Btu. Metered quantities of gas, corrected for temperature and pressure conditions, shall be adjusted for Btu content by multiplying by the average heating value per Cubic Foot of gas, as determined for the latest monthly period available, and dividing by 1,000.

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9. METERING (Continued)

9.5 Extra Meters at Customer's Request

The Company will not supply meters other than those deemed necessary by the Company to render gas service to the Customer except for temporary installation. When such temporary extra meters are installed at the request of the Customer, the Customer shall be required to pay the cost (with the exception of the meter) required for the installation and removal. A rental charge in accordance with Rule 6.5, dependent upon size and type of meter, but in no case less than \$1.00 per meter per month, will be made for each extra meter.

9.6 Meter Reading Charge – Missed Appointment (Trip Charge)

For Customers with hard-to-access meters, a Trip Charge shall be added to Customer's account in accordance with Rule 17 if Customer fails to provide access to the meter during a scheduled appointment. For purposes of this Rule, a hard-to-access meter is defined as a meter that (a) is located inside the premises of Customer, located behind a locked gate, located in an area proximate to an animal that in the judgment of the Company's authorized agent is dangerous, or is otherwise inaccessible to the Company's authorized agent or presents an unsafe condition; and (b) has not been read by the Company's authorized agent during the previous four (4) consecutive months. No Trip Charge shall be assessed if (1) the appointment is cancelled by the Customer with four hours' prior notice; (2) the Customer is not present due to a medical emergency; or (3) in NIPSCO's reasonable discretion, for any other reason that is outside of the Customer's control. Customer shall be provided the opportunity to set the time of the appointment, which must be during regular business hours and within a two-hour window of time. If two (2) appointments scheduled by the Customer are cancelled (with four hours' prior notice) at the request of Customer or Customer fails to set an appointment, then the Company shall set the time of the next appointment, during regular business hours, which cannot be cancelled by the Customer. At the Company's option, assessment of a Trip Charge may be waived if Customer agrees to and permits the installation of a remote meter-reading device.

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10. DEPOSIT TO INSURE PAYMENT OF BILLS

10.1 Applicable to Residential Customers

The Company shall determine the creditworthiness of an Applicant or Customer in an equitable non-discriminatory manner and may require a deposit to insure payment of bills in accordance with 170 IAC 1-5-15.

10.2 Applicable to Non-Residential Customers

The Company shall determine the creditworthiness of an Applicant or Customer in an equitable non-discriminatory manner.

A Customer shall be deemed creditworthy if it has no Delinquent Bills to the Company for gas service within the last twenty-four (24) months and, within the last two (2) years has not: (a) had service disconnected for nonpayment or (b) filed a voluntary petition, has a pending petition, or has an involuntary petition filed against it, under any bankruptcy or insolvency law. For purposes of this determination a contested bill shall not be considered delinquent.

In determining the creditworthiness of Applicants, the Company shall consider the size of the credit exposure and the availability of objective and verifiable information about the Applicant. The Company may consider the Applicant's payment history from other utilities and verifiable conditions such as, but not limited to: Applicant's independently audited annual and quarterly financial statements, including an analysis of its leverage, liquidity, profitability and cash flows; and credit rating agency information.

The Company may require from any uncreditworthy Applicant or Customer, as a guarantee against the non-payment of bills, a deposit payable in cash or by letter of credit in an amount equal to the Customer's two (2) highest months usage based upon the most recent twelve (12) months historical usage or two (2) months of projected usage for an Applicant. For Customers with multiple accounts, each account will be treated individually for purposes of this Rule.

If the Company requires a deposit as a condition of providing service, upon request of the Customer or Applicant, the Company must: (a) provide written explanation of the facts upon which the utility based its decision; and (b) provide the Applicant or Customer with an opportunity to rebut the facts and show other facts demonstrating its creditworthiness.

Upon the request of the Customer, but no more than once every twenty-four (24) consecutive months, the Company will conduct a reevaluation of Customer's creditworthiness with repayment of the security deposit or portion thereof as appropriate, within sixty (60) days and with written notice identifying the basis for any continued deposit.

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10. DEPOSIT TO INSURE PAYMENT OF BILLS (Continued)

In the case of a cash deposit as a guarantee against the payment of bills, simple interest thereon at the rate established by the Commission shall be paid by the Company for the time such deposit is held by the Company. Upon a Customer's annual request, NIPSCO will credit any accrued interest to the Customer's Bill. Upon discontinuance of service, the amount of the final Bill will be deducted from the sum of the deposit and interest due, and the balance, if any, shall be remitted to the depositor.

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11. RENDERING AND PAYMENT OF BILLS

11.1 Payment of Bills

Bills will be issued monthly at intervals of approximately thirty (30) days and must be paid by the due date specified on the Customer's Bill at an office or an established collection agency of the Company. Bills rendered on estimated readings for service in months in which meters are not read shall have the same force and effect as those based on actual meter readings. Failure to receive a Bill shall not entitle the Customer to pay the Bill after the designated due date has passed. Upon request, the Company will advise the Customer of the approximate date on which the Bill will be mailed each month, and if the Bill is lost, the Company will issue a duplicate.

11.2 Payment After Due Date of Bill

A Bill is delinquent unless payment is received by the due date printed on the Bill. The due date is seventeen (17) days from the next business day of the statement date printed on the Bill. A Delinquent Bill may be assessed a Late Payment Charge equal to ten percent (10%) of the first three dollars (\$3.00) and three percent (3%) of the remaining amount that is delinquent and the Company may disconnect service after complying with any applicable IURC Rules. The Company will not apply the Late Payment Charge to previous Late Payment Charges.

Failure to receive the Bill shall not entitle the Customer to relief from the deferred payment provisions of the Bill if the Customer fails to make payment within said seventeen (17) day period, nor shall it affect the right of the Company to disconnect service for non-payment as above provided.

Once in each half calendar year, but not more often, the Company will upon the Customer's request waive the Late Payment Charge on a Delinquent Bill, provided payment is tendered not later than the last date for payment of net amount of the next succeeding month's Bill.

11.3 Billing Disputes

A Customer shall not be disconnected for failing to pay an outstanding Bill in full if the unpaid portion of the Bill is disputed by the Customer and the Customer complies with the applicable IURC Rules.

11.4 Social Security Payment Plan

The Company may, upon request, revise the due date by up to ten (10) calendar days, provided that the Customer applies for and is accepted by the Company as a participant in the Social Security Payment Plan. In order to participate in the Social Security Payment Plan, the Customer must meet the following conditions:

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11. RENDERING AND PAYMENT OF BILLS (Continued)

11.4.1 The Customer must be taking Residential Service, which must be in the Customer's name; and

11.4.2 The Customer must be retired or legally disabled and must show proof of receiving monthly social security or retirement benefits.

11.5 Interruption or Curtailment of Service

The minimum Bill shall not be reduced for any billing month because of any interruption, suspension, reduction or Curtailment of the delivery of gas except in the event it shall be due to, occasioned by, or in consequence of, a default of the Company, a strike or strikes of employees or workmen of the Company, differences between the Company and its employees or workmen, inability of the Company to secure gas or other material, supplies or equipment, failure of the gas supply, or Curtailment or diminution of gas deliveries to the Company by its supplier or suppliers, breakage or failure of the Company's machinery, equipment, compressors, mains, pipes, delivery lines, storage or delivery facilities, federal, state or other governmental laws, orders, decrees, restraints or regulations applicable to the operations of the Company when, in any event, if the Company does not supply and deliver gas in sufficient quantity that the bill therefore calculated at the applicable rate is at least equal to the minimum monthly payment hereunder, then the minimum for such month shall be based on the maximum daily demand for the month multiplied by a fraction, the numerator of which is the hours in the month that gas service was not curtailed, and the denominator of which is the total hours in the month.

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12. DISCONNECTION AND RECONNECTION OF SERVICE

12.1 Customer Request for Disconnection

The Customer shall be responsible and pay for all gas service supplied to the Customer's Premise until the third business day following the requested Disconnection date given by the Customer to the Company to discontinue service.

12.2 Company Right to Disconnect Service Without Notice

The Company reserves the right to disconnect the supply of all service to all or any part of the Customer's Premise without notice in accordance with the IURC Rules for any of the following reasons:

12.2.1 If a condition dangerous or hazardous to life, physical safety or property exists;

12.2.2 Upon order by any court, the Commission or other duly authorized public authority;

12.2.3 If fraudulent or unauthorized use of gas is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such fraudulent or unauthorized use; or

12.2.4 If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.

No Disconnection shall invalidate any agreement with the Customer and the Company shall have the right to enforce any agreement notwithstanding such Disconnection. The Disconnection shall not abrogate any monthly Minimum Charge or other fee as specified in the applicable Rate Schedule or Rider.

12.3 Company Right to Disconnect Service With Notice

The Company may disconnect the supply of all service to the Customer's Premises (and refuse to serve any other member of the same household or firm at the same Premises) in accordance with the IURC Rules or other applicable law and with reasonable written notice, which shall be provided to such Customer at the address shown upon the Company's records no less than fourteen (14) days prior to Disconnection, for any of the following reasons:

12.3.1 For repairs (if required);

12.3.2 For non-payment of Bills or failure to post a required security deposit or collateral;

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12. DISCONNECTION AND RECONNECTION OF SERVICE (Continued)

12.3.3 For Customer's denial of access, including through actions or inactions not permitting adequate access, by employees of the Company to the Customer's meter or other facilities;
or

12.3.4 For any other lawful reason.

No Disconnection shall invalidate any agreement with the Customer and the Company shall have the right to enforce any agreement notwithstanding such Disconnection. The Disconnection shall not abrogate any monthly Minimum Charge or other fee as specified in the applicable Rate Schedule or Rider.

12.4 Reconnection Charges

Whenever service has been discontinued at a Premise (1) for non-payment of charges; (2) for failure to provide a security deposit or collateral; (3) at the request of a Customer; or (4) for any other reason authorized under the Company Rules and caused by the Customer's actions, a charge will be made by the Company to cover the cost of reconnection of service, in accordance with the Reconnection Charges shown in Rule 17.

In the event a Customer requests to discontinue service and requests to be reconnected within nine (9) months, the Company may assess an additional charge equal to the applicable Customer Charge multiplied by the number of months the service was disconnected. The Company may waive this charge at its sole discretion based on the nature of the discontinuance of service.

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GENERAL RULES AND REGULATIONS
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13. SERVICE CURTAILMENTS

13.1 Applicability

The terms and provisions of this Rule shall be applicable notwithstanding any provisions contained in the Tariff, or in any agreement between the Company and Customer.

13.2 Curtailment of Service

Prior to issuing a Curtailment of Service the Company shall first declare a Critical Period and shall further exhaust all reasonable efforts and utilize all available alternatives that do not require the curtailment of gas service to firm customers. When sufficient volumes of gas, in the judgment of the Company, are not available to the Company to meet all existing and reasonably anticipated demands for service or to protect the operational integrity of its system, the Company shall declare a Curtailment within any or all parts of its systems so affected and thereafter shall have the right to restrict, limit, or curtail gas service within any or all parts of its systems so affected in accordance with the provisions of this Rule.

The Company shall not be responsible in damages for any failure to supply gas service or for Curtailment of the supply of gas, or for defective piping on the Customer's premises, or for damages resulting to a Customer or to third persons from the use of gas or the presence of the Company's equipment to the Customer's Premise, unless due to fault, neglect or culpability on the part of the Company. Neither party shall be liable to the other for any failure or delay in case such failure or delay is caused by acts of God, strikes, or unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or culpability on its part.

13.3 Emergency Curtailment Without Regard to Priority

The Company reserves the right to order gas service Curtailment without first declaring a Critical Period and without regard to the priority of service when in its judgment such Curtailment is required to forestall imminent and irreparable injury to life, property or the gas system. A Curtailment pursuant to this Rule shall not exceed ten (10) consecutive days unless otherwise authorized by the Commission.

13.4 Curtailment of Customer's Gas

The Company shall reimburse Customer for the gas used by reason of the Curtailment at an amount equal to the greater of (1) the published daily Chicago City-gate Midpoint price, or (2) the published daily Mich-Con City-gate Midpoint price for the day on which the gas is utilized times the quantity of gas utilized.

Any gas purchased by the Company under these provisions will be included in the Company's reconciliation of gas costs under Rider 370 – Gas Cost Adjustment (GCA) Rider for the time period of such Company use of Customer-owned gas.

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GENERAL RULES AND REGULATIONS
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13. SERVICE CURTAILMENTS (Continued)

13.5 Priority of Service Curtailment

Priority of service shall be as set forth below.

13.5.1 Interruptible Service

Upon a declaration of Curtailment, all interruptible service under Rates 330, 334A, and 340, and Riders 342A, 347, and 348 within any or all parts of the Company's system subject to that declaration will be interrupted prior to the Curtailment of any firm services.

13.5.2 Firm Service Curtailment

Upon a declaration of Curtailment, firm services shall be prioritized and curtailed. In the event a Curtailment is issued for a partial Gas Day, compliance shall be measured on a proratable basis based on the number of hours of curtailed service. Customers shall reduce their usage to the specified level within two (2) hours after Company notification as follows:

13.5.2.1 Transportation service under Rates 328 and 338 above the annual Curtailment Threshold level 1, calculated as 50th Percentile of Daily Usage over the last twenty-four (24) months calculated by Company on an annual basis. Subject to Rule 4.2.2, the Company will work with Customer to calculate Curtailment Threshold level 1 utilizing historical and best efforts forecast usage. For new customers, the calculation of Curtailment Threshold level 1 will be based upon best efforts forecast usage.

13.5.2.2 Service under all other firm Rates.

13.6 Restoration of Service Levels

Service shall be restored in the reverse order of the original Curtailment.

13.7 Penalties

13.7.1 For Zone A, any Non-Residential Customer who exceeds the limitations specified in the Curtailment notice in excess of five percent (5%) during such Curtailment shall be subject to a penalty charge of the greater of (a) five (5) times the published daily Chicago City gate Midpoint price or (b) \$6.00 per Therm for all gas taken in excess of the limitation. Intentional overruns by a Customer who has made no good faith effort to avoid overruns shall authorize the Company to terminate gas service to such Customer. Penalty charges assessed will be credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

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13. SERVICE INTERRUPTIONS AND CURTAILMENTS (Continued)

13.7.2 For Zones B and E, any Non-Residential Customers who exceed the limitations specified in the Curtailment notice in excess of five percent (5%) during such Curtailment shall be subject to a penalty charge of the greater of (a) five (5) times the published daily Mich Con City-gate Midpoint price or (b) \$6.00 per Therm for all gas taken in excess of the limitation. Intentional overruns by a Customer who has made no good faith effort to avoid overruns shall authorize the Company to terminate gas service to such Customer. Penalty charges assessed will be credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

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14. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 14.1 Neither Company nor Customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.
- 14.2 Company shall not be liable for damages for any failure to supply gas or for an Interruption, limitation, or Curtailment of Gas Service, whether or not such disruption is ordered by a governmental agency having jurisdiction, if such failure, Interruption, limitation, or Curtailment is due to the inability of Company to obtain sufficient gas supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of Company.
- 14.3 Company shall not be liable for damages caused by defective piping or appliances on Customer's Premises.
- 14.4 Company shall not be liable for damages resulting to Customer or to third persons from the presence or use of gas or the presence of Company's equipment on Customer's Premises, unless due to the willful default or negligence on the part of Company.
- 14.5 Customer shall not make any internal or external adjustment to or otherwise interfere with or break the locks or security seals of meters or any other Company owned equipment ("Company Property") installed on Customer's Premise, and Customer shall insure that no one except employees or agents of the Company do so. Customer shall provide and maintain suitable protective devices on Customer property to prevent any loss, injury, or damage that might result from a gas leak or any other fluctuation or irregularity in the supply of gas to Customer's premises. The Company shall not be liable for any loss, injury, or damage resulting from gas pressure fluctuations or irregularity in the supply of energy gas which could have been prevented by the use of such protective devices. In the event of loss or damage to the Company's personal property, including Company Property, through willful misconduct, misuse, or negligence on the part of Customer or its employees, agents or representatives, Customer shall be liable and shall pay to the Company the cost of the necessary repairs or replacement of Company Property. The Company shall not be liable for any injury to any person, including the loss of life, to the extent caused by willful misconduct, misuse or negligence on the part of Customer or its employees, agents or representatives. Customer shall indemnify and hold harmless Company from and against all claims, liability, damages, losses, fines, penalties and expenses based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, to the extent arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, willful misconduct, misuse or negligence on the part of Customer or its employees, agents or representatives.

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15. GAS COST INCENTIVE MECHANISM

The Company will adjust the Gas Cost Adjustment factors for billing purposes by the effect of the application of the Gas Cost Incentive Mechanism most recently approved in Cause No. 44081.

The Gas Cost Incentive Mechanism rewards and/or penalizes the Company for its performance of gas supply acquisition when compared to a market standard (“Benchmark”).

The Benchmark shall incorporate a “Benchmark Price,” which (1) for daily purchases will be the mid-point average of the “Daily Pricing” as published in Gas Daily “Daily Price Survey, Daily Midpoint” and NGI’s “Daily Gas Price Index” natural gas commodity price applicable as of the date of purchase, and (2) for purchases designated as monthly will be the mid-point average of the month “FOM Pricing” as published Inside FERC and NGI Bidweek. These gas prices shall reflect the gas prices for the geographic locations representative of the supply basin/location where the gas was purchased and delivered to the primary and secondary receipt points of the Company’s transportation capacity. The “Benchmark Price” will be determined for each month (“FOM Pricing”) and each day (“Daily Pricing”) of the year.

The Benchmark Dollars are calculated by applying the Benchmark Prices from the indices to the actual units purchased within the geographic supply zones. The aggregated dollars are the Benchmark Dollars which will be compared to the Company’s actual gas commodity purchases on a monthly basis in order to determine the Company’s performance under the Gas Cost Incentive Mechanism. If the Company’s actual gas commodity purchase dollars are less than the Benchmark Dollars, a Positive Performance exists. If the Company’s actual gas commodity purchase dollars are greater than the Benchmark Dollars plus the Tolerance Band, a Negative Performance exists. Sharing of the dollar differences between the Company and the Customers will be as follows:

Negative Differential (Actual cost > Benchmark Price)

% of Benchmark Price <u>above Benchmark Price</u> >0%	% of Sharing <u>Customer</u> 50	% of Sharing Company 50
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Positive Differential (Actual cost < Benchmark Price)

% of Benchmark Price <u>above Benchmark Price</u> >0%	% of Sharing <u>Customer</u> 50	% of Sharing Company 50
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The Customers’ share of dollars as determined on a monthly basis will be included in the Gas Cost Adjustment calculations for Sales Customers.

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16. CAPACITY RELEASE SHARING MECHANISM

Revenues generated by releasing interstate pipeline capacity not assigned to Choice Suppliers on a recallable or non-recallable basis in the interstate market on a monthly basis shall be shared with 75% of such revenues credited to GCA customers through the GCA mechanism and 25% retained by NIPSCO. Revenues generated by releasing upstream capacity assigned to Choice Suppliers, but mitigated by Choice Suppliers, shall be shared with 85% of revenues generated by such releases being donated to a NIPSCO Care Plan-Universal Service Plan, and 15% retained by NIPSCO.

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17. MISCELLANEOUS AND NON-RECURRING CHARGES

17.1 Reconnection Charges

Whenever the service has been turned off by the Company in accordance with Rule 12, a charge will be made by the Company to cover the cost of reconnection of service, which charge shall be as follows:

- A. Reconnect during normal working hours (8:00 AM to 5:00 PM C.C.T.) \$90.00
- B. Reconnect after normal working hours (Monday through Friday) Saturday \$110.00
- C. Reconnect on Sunday and Holidays \$130.00

17.2 Non-Sufficient Funds

A charge of \$20.00 to reimburse the Company for its cost incident to Non-Sufficient Funds will be assessed.

17.3 After Hours / Same Day Charge.

If Customer requests that gas service be initially connected, reconnected or disconnected outside of normal business hours or on the same day the request is submitted, Customer shall be charged an After Hours / Same Day Charge of \$75.00 in addition to any other applicable charges for each connection, reconnection or Disconnection.

17.4 Trip Charge.

If Customer schedules an appointment in association with a service request, and the Company's serviceman is not able to gain access to Company's facilities due to the absence of the Customer, the Customer shall be charged a Trip Charge in the amount of \$55.00 at the time an appointment is rescheduled by the Customer.

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17.5 AMR Opt-Out Charge.

If Customer does not permit Company to install a meter employing AMR on Customer's Premise, Company shall charge Customer a monthly AMR Opt-Out Charge of \$15.00 per service location each month to recognize the cost of manually reading the meter. Customers receiving both Gas and Electric service can opt-out of Gas AMR and Electric Advanced Metering Infrastructure ("AMI") (subject to the terms, conditions, and charges outlined within NIPSCO's Electric Tariff, Rule 15.5). Customers who choose to opt-out of both Gas AMR and Electric AMI will receive one Opt-Out Charge per service location each month. The amount of the Opt-Out Charge will be either \$15.00 or \$18.50 per month, depending upon which Electric AMI opt-out option the Customer selects.

The AMR Opt-Out Charge shall cease to be applied once an AMR meter is installed and Company receives the first automatic reading from the meter. If Customer already has an AMR meter, Company will not replace it with a non-AMR meter. In the event that a non-AMR meter fails, Company will replace it with an AMR meter.

A Customer who does not permit installation includes a Customer who communicates to the Company that AMR installation is refused; does not timely respond to the Company's request to schedule an AMR meter installation; fails to complete the installation appointment; or otherwise does not allow the Company to use AMR for the Customer's service. A Customer who misses an AMR installation appointment will also be subject to the Trip Charge under Rules 9.6 and 17.4.

17.6 Gas Interconnection Application and Interconnection Study Charge.

If Customer or Applicant requires a new point of interconnection between NIPSCO's gas distribution facilities and the Customer facilities for purposes of accepting deliveries of gas from Customer's facilities, the Customer shall pay \$100.00 per hour gas interconnection study charge for any engineering work performed over ten hours. The gas interconnection study charge will determine the costs for any improvements, upgrades, or new facilities to be constructed by Company to facilitate the interconnection of the customer facilities with the Company. The costs of additional facilities in order to accommodate the interconnection of the Customer facility shall be the responsibility of the Customer.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS

Effective Date: 09/01/2021	Gas Supply Gas Quality Specifications	Standard Number: GS 2910.010
Supersedes: 07/01/2014		Page 1 of 11

REFERENCE AGA Report 4A, “Natural Gas Contract Measurement and Quality Clauses”
 AGA NGC+: White Paper on Natural Gas Interchangeability and Non-Combustion End Use;
 AGA Bulletin #36
 Interconnect Guide for Renewable Natural Gas (RNG) in New York State, August 2019, Northeast Gas Association & Gas Technology Institute

18.1 General

In the absence of overriding tariff specifications, contracts for gas purchased, transported, or exchanged shall conform to the following gas quality specification.

The gas quality specifications in this standard do not supersede specifications in existing or future Company tariffs or contracts. These specifications can be applied in the absence of a tariff or contract specifications.

This standard does not apply to sources of internal supply, such as propane-air peak shaving and LNG plants.

18.2 Gas Quality

18.2.1 Specification of Components

The following Table 1 specifies the limits for components found in natural gas. The intent is that all criteria are met.

In Table 1, “Btu” means British thermal unit; “scf” means standard cubic foot; “MM” means one million; “CHDP” means cricondentherm hydrocarbon dew point; “ppmv” means parts per million by volume; and “ppbv” means parts per billion by volume.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

Table 1 – Gas Quality Minimum Considerations¹

Gas Quality Specification	Low	High
Heat Content (BTU/scf) ²	967	1110
Wobbe Index	1287	1400
Water Vapor Content (lbs./MM scf)		<7
Product Gas Mercaptans (ppmv, does not include gasodorants)		<1
Hydrocarbon Dew Point, (°F) CHDP		15
Hydrogen Sulfide (grain/100 scf)		0.25
Total Sulfur (grain/100 scf)		20
Total Diluent Gases including the following individual constituent limits: Carbon Dioxide (CO ₂) 2% max Nitrogen (N) 4% max Oxygen (O ₂) 1% max Carbon Monoxide (CO) 2% max		5%
Hydrogen		0.3%
Total Bacteria ³ (If no filter installed, then limit is 6.4 x10 ⁷ per 100 SCF total bacteria)	Comm Free (≤0.2 microns)	
Mercury	Comm Free (<0.06 µg/m ³)	
Other Volatile Metals (Lead)	Comm Free (<213 µg/m ³)	
Siloxanes as Octamethylcyclotetrasiloxane ⁴	Comm Free (<0.5 mg Si/m ³)	
Ammonia	Comm Free (<10 ppmv)	
Non-Halogenated Semi-Volatile and Volatile Compounds	Comm Free (<500 ppmv)	
Halocarbons (total measured halocarbons) ⁵	Comm Free (<3 ppmv)	
Aldehyde/Ketones	Aldehydes/Ketones must be at a level that does not unreasonably interfere with odorization of the Company's gas.	
PCB's/Pesticides	Comm Free (<1 ppbv)	

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

NOTES - TABLE 1:

1. For purposes of this standard “Commercially Free”, or “Comm Free”, is defined as “Not Detectable” relative to typical pipeline gas flowing at the interconnect location that results in Renewable Natural Gas (RNG) being compositionally equivalent to flowing supplies. The analytical method, associated detection threshold, and testing facility shall be determined by the Company. Periodic testing will be required where potential constituents of concern (COC) are reasonably expected.
2. Higher Heating Value is dry, @ 14.73 psia 60°F. This applies to both high and low Btu values.
3. An acceptable alternative to Total Bacteria testing would be to include installation of a 0.2 micron particulate filter, coupled with appropriate filter maintenance practices. Initial start-up testing may include filter effectiveness analysis. Site operator shall be responsible for all costs associated with acceptable alternatives, including but not limited to initial start-up testing.
4. Historical testing and data presented in this document include a siloxane detection threshold of <0.5mg Si/m³. Analytical methods have recently been improved resulting in a reduced detection threshold of < 0.1mgSi/m³. Due to specific limitations of certain identified applications within an affected zone of influence, an operator and developer may consider the reduced threshold.
5. Company may refuse to accept gas containing lower levels of halocarbons if Company reasonably determines that such gas is causing harm to its facilities or the gas-burning equipment of its customers, or is adversely affecting the operation of such facilities. In addition, Company and Supplier may agree upon a different specification for halocarbons, provided that (1) Supplier has delivered RNG to Company for a period of at least five years prior to the effective date of this section, and (2) Supplier has demonstrated, to the reasonable satisfaction of Company, that RNG meeting the agreed-upon specification will not adversely affect (a) the quality of public utility service provided by Company; (b) the operation of Company’s equipment; or (c) the operation of the gas-burning equipment of Company’s customers.

The Total Heating Value of the gas shall be determined by taking samples of the gas at the point(s) of receipt at such reasonable times as may be designated by the Company. The Btu content per cubic foot shall be determined by an accepted type of calorimeter or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia. The Btu determination designated by the Company shall be made by the Company at its expense. Any additional Btu determinations requested by the Supplier shall be at the Supplier’s expense.

The Company may, on a not-unduly discriminatory basis, accept volumes of gas, including Renewable Natural Gas (RNG), that fail to meet the quality specifications set forth in this Statement, if the Company determines that it can do so without adversely affecting (1) system operations; (2) the operation of the Company’s equipment; (3) the operation of gas-burning equipment of Company’s other customers; or (4) the quality of public utility service provided by the Company. In deciding whether to accept such volumes of gas, the Company shall consider, without limitation, (1) which specifications are not being met; (2) the sensitivity of customer equipment and potential impact on such equipment; (3) the Supplier’s plan to improve gas quality; (4) the effect on system supply; (5) interchangeability; (6) the anticipated duration of the quality deviation; and (7) the blending ratio between geological natural gas and RNG in the area of the Company’s distribution system where RNG is being injected.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

The Company shall not be obligated to accept gas which it reasonably believes may adversely affect the standard of public utility service offered by the Company, or gas which it reasonably believes may adversely affect the operation of its equipment or the gas-burning equipment of its customers.

If any gas delivered hereunder fails to meet the quality specifications set forth in this section, the Company may, at any time, elect to refuse to accept all or any portions of such gas until the Supplier brings the gas into conformity with such specifications. If a Supplier has more than one source of supply into the Company's system, each source will be independently evaluated to determine if it meets the required specifications.

18.2.2 Gas Quality Testing

Gas delivered to the Company must be monitored to ensure it meets the quality specifications set forth in Section 18.2.1 "Specification of Components". For geological gas, the primary concern will be Water Vapor, Heat Content and Hydrogen Sulfide. Renewable Natural Gas shall be continuously monitored for certain items, based on the source of the gas.

Constituents that are not monitored using currently available technology shall be tested in a laboratory initially at the Company's expense, and as necessary thereafter at the Supplier's expense. If the quality of the gas, based on a laboratory test, does not meet the standards in Section 18.2.1 "Specification of Components", the gas must be tested in a laboratory monthly, at the Supplier's expense, until the gas meets the standards in that section for three consecutive months or the Supplier otherwise demonstrates to the Company, in the Company's reasonable discretion, that it has remediated the constituent deficiency. Such tests shall include only the test method or methods that tests for the specific standard or standards that were not met, but the Company may consider any results provided by such test method(s). Company may, at its option, require the Customer to install automatic shutoff devices, at the Supplier's expense to prevent gas that fails to meet the quality specifications set forth in Section 18.2.1 from entering the Company's pipeline system.

18.2.3 Gas Temperature

Excessively high or low gas temperature can be detrimental to the piping system and its equipment. High gas temperatures can contribute to steel pipe stress corrosion cracking. It also de-rates the maximum pressures of flanges and components if over 100 degrees F. There is a similar effect on plastic pipe as the temperature used to determine its design pressure is normally 73 degrees F. High temperatures can be generated by compressors or piping exposed to solar radiation.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

Cold temperatures cause piping and components to be more brittle and fail from cracking. Gas Temperatures must not be below -20 degrees F.

18.2.4 Interchangeability

Gas Interchangeability is defined as the ability to substitute one gaseous fuel for another in a combustion application without materially changing operational safety, efficiency, or performance, or materially increasing air pollutant emissions.

Interchangeability is described in technically based quantitative measures, such as indices, that have demonstrated broad application to end-uses, and can be applied to either end-users or individual suppliers.

The Wobbe index (Utilization Factor) is one interchangeability indication of a gas' ability to pass through a burner orifice and generate heat by combustion. The factor is determined by:

$$UF = \frac{HV}{\sqrt{SG}}$$

Where:

UF = Wobbe index (Utilization Factor)

HV = Heating Value [Btu's / 1,000 cu. ft.]

SG = Specific gravity of the gas (air = 1.0)

The Wobbe index must be within a range of 1287 to 1400. It is not intended that the gas supply vary by this range, but that a burner can be adjusted for proper combustion if the Wobbe index is within the range.

Additionally, a further analysis can be completed for gas interchangeability to check indices of yellow-tipping, flame lift-off, and flash-back. This analysis will compare the substitute gas with the specific reference gas in the system.

18.3 Renewable Natural Gas (RNG)

Non-traditional sources of methane gas for end-use are mainly produced by bacterial breakdown of biomass/biowaste to create "biogas". This biogas must be conditioned by removing harmful and undesirable components, producing a "biomethane" a.k.a. Renewable Natural Gas (RNG), before it can be injected into the natural gas system for delivery. The conditioning of non-traditional, alternate gas sources requires safeguards and for the Company to closely monitor the end product prior to it entering the distribution system. The specific source of the RNG might dictate additional measures in monitoring the end-gas quality.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

Some sources of RNG, include the following.

- a. Landfills – methane gas produced from anaerobic bacteria.
- b. Manure digester (e.g., dairy farms).
- c. Other biomass (e.g., waste water treatment).

18.3.1 Evaluation of Gas Supply

When the Company is contacted by a Supplier to accept an alternate gas source (biomethane a.k.a. RNG), Field Engineering, Design Engineering, Gas Systems Planning and New Business, shall coordinate the activities to evaluate the supply volume and location of the proposed source, determine a viable injection site into the Company's pipeline system and complete a gas component list and an estimate for a testing, odorizing, metering and regulating station to be used in an agreement to be presented to the Supplier.

It is incumbent on the Supplier to insure the gas will meet the Quality Specifications listed in Table 1 once the RNG processing plant and after the new station has been commissioned. The gas source considered for new potential supply, shall have an initial gas analysis to determine their acceptability based on the specifications listed in Table 1 prior to being permitted into the Company's pipeline system.

If the RNG sample does not meet the specification, the Company's Manager Field Engineering or designee may further evaluate acceptance based on additional considerations, such as the following.

- a. Which quality item is not being met.
- b. Company's customer equipment sensitivity and potential impact.
- c. Supplier's plan to improve the RNG quality.
- d. Effect on the system supply.
- e. Interchangeability.
- f. Anticipated duration of quality deviation.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

The Supplier's provided gas sample can be reviewed for initial evaluation, but the Company shall acquire its own sample and use its own testing laboratories for final determination of acceptance.

18.3.2 System Considerations

It is important for the Company's distribution system design to consider the alternate gas source as a supplement to the system. An upset of the biogas supply or conditioning system may trigger safeguards that immediately terminate the supply into the Company's distribution system. Therefore, the Company should not rely on RNG to maintain service to customers.

18.3.2.1 System/Supply Planning

Unless otherwise approved by the Manager Field Engineering or designee, the alternate RNG source is to enter the Company's system at a point having significant flow to blend with the natural gas. Typically the point of receipt for RNG will have to be into a high flow transmission or other arterial pipeline. This strategy will minimize the RNG's effect on customers' utilization equipment.

The resultant gas mixture should be monitored to record the actual heating value and Wobbe index based on the contribution of each gas. It follows that end-of-line feeds and systems where the alternate gas source would dominate the flow into it should be avoided, but if they can't, gas interchangeability should be closely checked.

The Company's Gas Systems Planning group shall be consulted to provide entry point details from modeled simulations. Properties from initial gas samples, such as specific gravity, should be provided to the group to prepare the models.

The Company's system pressure must also be considered as these alternate sources require compression to at least the level of the system. The greater the compression to higher pressures, the more likely it is that increased operation and maintenance work will be required by the Supplier, resulting in a less reliable supply.

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Applicable to Gas Service

18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

18.3.2.2 Customer Supply Sensitivity

When considering receipt of the alternate gas source, the effect of the supply on downstream customers' equipment should be examined. Some utilization equipment, such as boilers and burners for certain processes, can handle changes in gas heating value and specific gravity better than other equipment. For example, typical residential heating equipment may not tolerate diverse gas quality, and the result may be incomplete combustion or flame lifting. Contact should be made with customers having unique equipment/processes to inquire about their equipment's specifications. Processes involving precise heating (e.g., glass factories or paint drying booths) are sensitive to the gas heating value. Also, customers that burn more than a certain amount of natural gas must maintain air-quality permits, which are directly affected by the gas quality.

18.3.2.3 Interchangeability with System Gas

An important consideration is how the RNG gas burns in comparison to the current system's natural gas in the distribution system, called interchangeability. The two gases must not be so different that their varying mixture would cause problems in end-use equipment. Interchangeability qualities to consider are the Wobbe index and indices of burner yellow-tipping, lift-off, and flashback (see AGA Bulletin #36).

If the RNG is not within the interchangeability parameters, the site operator may be required to further remove constituents or to enrich the supply. The site operator's further measures, such as an enrichment process, may prompt additional monitoring to be installed by the site operator, and subsequently checked by the Company.

18.3.2.4 Specific Source Considerations

While the Supplier is required to provide gas that meets the Company's standards, specific sources will have different impacts on the Company's systems in the event of a site's malfunction of equipment safeguards. In addition, there are different types of gas conditioning that affect the ability to remove the undesirable constituents.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

18.3.2.5 Landfills

The normal composition of landfill biogas includes about 45% carbon dioxide (CO₂). Removal of this component is critical to avoid combustion problems and internal steel pipe corrosion. Other known constituents that must be limited are siloxanes, hydrogen sulfide (H₂S), volatile organic compounds (VOCs), halocarbon compounds (including, but not limited to, CFC 11, CFC 113, CFC 114, CFC 12, Tetrachloroethanes (perc from dry cleaning process)), heavy metals (lead, mercury), siloxanes, biologicals (APB – Acid producing Bacteria; SRB – Sulfate-reducing Bacteria; IOB – Iron-oxidizing Bacteria), the water content (H₂O), nitrogen (N₂), and oxygen (O₂). Other constituents may be present, as indicated by the gas sample analysis. Each of these may require specific investigation and proactive measures.

18.3.2.6 Dairy Farms

The components of biogas from dairy farms that must be removed are CO₂ (35%), ammonia, H₂S, and high water content. Anaerobic bacteria from the digester could be a component of the end gas if not completely removed. All of these components could be detrimental to a steel piping system and equipment. They could also cause utilization equipment combustion problems and pose health risks.

The biogas composition can widely vary with the biomass feedstock composition. Other ingredients can be added to the digester, such as plant waste, to change the biogas. Other constituents in the biogas can include copper sulfate siloxanes, biologicals (APB – Acid producing Bacteria; SRB – Sulfate-reducing Bacteria; IOB – Iron-oxidizing Bacteria), and antibiotics from the animal manure.

18.3.2.7 Minimum Safeguards

Due to harmful and/or undesirable components in unconditioned biogas, the Supplier shall employ certain safeguards to ensure these do not enter the natural gas system.

The conditioned biogas (RNG) must be continuously monitored for these components, and reactionary devices, such as automatic shut-off valves, must be employed to stop the biogas flow in the event that the conditioning equipment fails to perform adequately.

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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

Constituents of concern (COC) that cannot be continuously monitored due to lack of current technology will be required to be tested in a laboratory a minimum of once per month, at the Company's sole discretion and at the Supplier's cost. Testing requirements will be specified in an agreement with the Supplier.

If new technology for continuous monitoring becomes available to measure the gas quality standard contained herein, the Supplier shall be required to install, at their cost, an additional continuous monitor system if the Company believes that gas quality variability can allow COC to enter the commercial gas stream. Any data gathered from the continuous monitoring system shall be provided to the Company.

The Company may also install continuous monitoring equipment, or utilize access to the Supplier's monitoring equipment, to determine when an abnormal condition exists at the site. Remotely operated valves can be used by the Company in the event the Supplier's safeguards fail. In addition, the Company may install corrosion monitoring, such as coupons or probes, for corrosive agents that may not be identified by typical gas quality monitoring equipment.

If manually monitoring the site, the frequency should initially be no less than quarterly basis until experience shows that less frequent monitoring is justified.

18.3.2.8 Acceptance of Supply Source

Upon review of the Company's initial gas sample analysis and specific source and system conditions, the Manager Field Engineering, or their designee, shall decide on the ability to accept the supply.

If it is decided to accept the alternate gas source, the details of the decision shall be documented and Energy Supply and Optimization shall be notified to execute a contract with the Supplier. The Supplier shall also be notified of the decision. Specific equipment, such as a chromatograph or gravitometer, may be required to constantly record the RNG and/or blended gas properties, and shall be installed at the Supplier's cost.

If the supply cannot be accepted, then the decision shall be documented and the Supplier notified as to the reasons.

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GENERAL RULES AND REGULATIONS
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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

The performance of the alternate gas source operation shall be monitored to ensure compliance. Any injection of the raw biogas into the Company's system will result in immediate termination of the supply. Frequent disturbances shall prompt a complete review of the site's operations to ensure safeguards are performing as required, and to obtain assurance from the Supplier that problems are promptly corrected.

18.4 Remediation.

The following remedial actions shall be completed by M&R/GM&T when gas supplies do not meet the limits in Section 18.2. At no time will NiSource accept gas with toxic or hazardous substances. These supplies shall be shut off.

1. Call and inform the Supplier of the situation.
2. Request the Supplier to remedy the situation.
3. Inform the Supplier the expectations of the time frame allowed for remediation. If the situation warrants, the supply may be shut off immediately.
4. Inform the Supplier that if remediation has not been completed by the allowed time frame, then shut off of the supply will be considered.
5. While the Supplier attempts to remedy the situation, gather information pertaining to operation issues with the current supply. Involve Field Engineering and local Corrosion personnel to consider operational issues such as: internal corrosion; pressure regulation downstream of supply point; amount of pressure drop before supply reaches customers; heaters at regulator downstream of supply point; and regulator or meter distance downstream of supply point. There may be no operation issues.
6. Determine if the situation is detrimental to pipeline operations, corrosion, measurement operation and regulator operations. Discuss the situation with Operating Center Managers, System O&M Managers, and Field Engineers.
7. Determine if shutting off gas supplies will limit gas supply to NiSource customers.
8. Shut off Supplier if supply can be shut off without limiting the supply to NiSource customers and the Supplier has not remedied the situation.

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GENERAL RULES AND REGULATIONS
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18. GAS SUPPLY GAS QUALITY SPECIFICATIONS GAS STANDARD (Continued)

Increased monitoring of facilities may be required if supply cannot be shut off and the issues have not been resolved.

18.5 Returning Supply to Service

When a Supplier requests to be turned back on after being shut off due to not meeting the gas quality specification, the Supplier shall provide documentation that the gas meets the required Gas Quality specifications. The Company shall then perform tests to insure the gas now meets the Gas Quality specifications, and shall be completed by field personnel with input from local Corrosion personnel and Field Engineering. The cost of the tests, if any, shall be borne by the Supplier.

18.6 Records

All records of gas analyses shall be retained in WMS Docs (infrastructure records) or NiDocs. The group initiating the tests shall ensure that the records are properly retained.

All records retained for this standard shall be kept for the life of the pipeline system the gas enters.

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RATE 311
RATE FOR GAS SERVICE
RESIDENTIAL SERVICE

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available to Residential Customers located in the area served by the Company.

CHARACTER OF SERVICE

Service under this Rate Schedule shall be considered firm service. Customer will be billed under this Rate Schedule for the use of the Company's delivery system. Customer will also be billed under this Rate Schedule for commodity gas delivered by the Company, unless Customer elects to purchase gas commodity from (1) a Choice Supplier pursuant to Rider 380, or (2) the Company pursuant to Rider 381.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge, and applicable Riders as identified in Appendix A, as follows:

Customer Charge

\$25.50 per month

Distribution Charge

\$0.35864 per Therm for all Therms used per month

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and any applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 315
RATE FOR GAS SERVICE
MULTIPLE FAMILY HOUSING SERVICE

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available to Customers located in the area served by the Company requiring service through a single meter to residential buildings or residential developments containing more than one (1) Dwelling Unit but not exceeding five (5) Dwelling Units, including service for space and water heating auxiliary to residential use.

CHARACTER OF SERVICE

Service under this Rate Schedule shall be considered firm service. Customer will be billed under this Rate Schedule for the use of the Company's delivery system. Customer will also be billed under this Rate Schedule for commodity gas delivered by the Company, unless Customer elects to purchase gas commodity from (1) a Choice Supplier pursuant to Rider 380, or (2) the Company pursuant to Rider 381.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge, and applicable Riders as identified in Appendix A, as follows:

Customer Charge

\$32.50 per month

Distribution Charge

\$0.27905 per Therm for all Therms used per month

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and any applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 321
RATE FOR GAS SERVICE
GENERAL SERVICE – SMALL

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available to Non-Residential Customers located in the area served by the Company, including Customers requiring service through a single meter to residential buildings or residential developments containing more than five (5) Dwelling Units for any gas use acceptable under the Company Rules.

CHARACTER OF SERVICE

Service under this Rate Schedule shall be considered firm service. Customer will be billed under this Rate Schedule for the use of the Company's delivery system. Customer will also be billed under this Rate Schedule for commodity gas delivered by the Company, unless Customer elects to purchase gas commodity from (1) a Choice Supplier pursuant to Rider 380, or (2) the Company pursuant to Rider 381.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge, and applicable Riders as identified in Appendix A, as follows:

Customer Charge

\$96.00 per month

Distribution Charge

\$0.21755 per Therm for all Therms used per month

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and any applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 325
RATE FOR GAS SERVICE
GENERAL SERVICE - LARGE

Sheet No. 1 of 2

TO WHOM AVAILABLE

Available to Non-Residential Customers located in the area served by the Company whose daily Demands do not exceed 10,000 Dth for any gas use acceptable under the Company Rules.

CHARACTER OF SERVICE

Service under this Rate Schedule shall be considered firm service. Customer will be billed under this Rate Schedule for the use of the Company's delivery system. Customer will also be billed under this Rate Schedule for commodity gas delivered by the Company, unless Customer elects to purchase gas commodity from (1) a Choice Supplier pursuant to Rider 380, or (2) the Company pursuant to Rider 381.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, a Distribution Charge and applicable Riders as identified in Appendix A, as follows:

Customer Charge

\$715.00 per month

Distribution Charge

\$0.16253 per Therm for the first 6,000 Therms used per month

\$0.14797 per Therm for the next 24,000 Therms used per month

\$0.11888 per Therm for all over 30,000 Therms used per month

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and any applicable Riders as identified in Appendix A.

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RATE 325
RATE FOR GAS SERVICE
GENERAL SERVICE - LARGE

Sheet No. 2 of 2

AGREEMENT

If required by the Company Rules (Rule 5.9), a properly executed agreement is necessary before any service may be taken under this Rate Schedule.

METERING

Gas service furnished hereunder shall be measured as to maximum daily Demand and volume by meters to be installed by the Company.

When required by the Company, the Customer shall supply a suitable fireproof building or fireproof room within a building on the Customer's Premise, in accordance with plans and specifications to be furnished by the Company. Such building or room is to house the meters, regulators and any other equipment to be installed by the Company for determining the amount of gas delivered to the Customer. Such building or room is to be well ventilated and provided by the Customer with heat, electric light, and such power as required by the Company for metering purposes.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 328
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE

Sheet No. 1 of 13

TO WHOM AVAILABLE

Available to Non-Residential Customers located in the area served by the Company whose gas requirements during the most recent calendar year average at least 200 Dth per day and to new or existing Non-Residential Customers presently utilizing an alternate fuel and/or adding additional load who shall certify in writing and demonstrates that their gas requirements will average at least 200 Dth per day.

Customers taking service under this Rate Schedule shall enter into a mutually agreeable written agreement for the delivery by the Company of quantities of gas obtained by the Customer from a source other than the Company and delivered to the Company for the purposes of service under this Rate Schedule.

CHARACTER OF SERVICE

Customers shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company to at least one interconnecting point/nominating meter with an upstream pipeline (City Gate) provided the Company’s contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, an Island Customer is restricted for transportation service of deliveries on its one supplying pipeline. The following table shows the nominating meters with upstream pipelines by zone:

NIPSCO Zone	Upstream Pipeline	Nominating Meter (City Gate)
A – Northwest Zone	ANR Pipeline	4375 – Michigan City 138744 – Crown Point
A – Northwest Zone	Crossroads Pipeline	736908 – Griffith
A – Northwest Zone	Natural Gas Pipeline Company of America	909260 – NIPSCO CDP
A – Northwest Zone	Northern Border	115 – North Hayden
A – Northwest Zone	Trunkline Gas Company	TRKNI - NIPSCO
A – Northwest Zone	Vector Pipeline	CP151FE001SF – Crown Point
B – Southeast Zone	ANR Pipeline	40184 – Fort Wayne
B – Southeast Zone	Panhandle Eastern Pipeline Company	NIPS – NIPSCO
E – East Zone	Crossroads Pipeline	736908 – Butler

The Company will be the sole determinant of pipeline City Gate capacity availability, such as a nomination cap and/or meter cap, for transport quantities of gas. The Company reserves the right to issue nomination and / or meter caps or further restrict the availability of approved delivery points whenever any of the following conditions occur or is anticipated to occur:

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LARGE TRANSPORTATION AND BALANCING SERVICE**

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CHARACTER OF SERVICE (Continued)

- (1) Off-system (upstream) pipeline maintenance, upgrades or inspections affecting one, or more, NIPSCO City Gates;
- 2) On-system maintenance, upgrades or inspections system affecting one, or more, NIPSCO City Gates or downstream systems; or
- 3) Nominated pipeline supplies to NIPSCO City Gates resulting in NIPSCO being unable to maintain system balances with current on- and / or off-system balancing services.

Prior to issuing nomination and / or meter caps or further restrict the availability of approved delivery points, the Company shall further exhaust all reasonable efforts and utilize all available alternatives that do not require such issuance. If determined issuing nomination and / or meter caps or further restrict the availability of approved delivery points is necessary, the Company shall implement any such measures in the least restrictive manner reasonably feasible, and shall provide affected Customers with as much advance notice as the Company can reasonably provide.

In the event Customers do not adhere to nomination and / or meter cap restrictions during a Critical Period, Rider 331 may apply.

Gas transported by the Company for a Customer under this Rate Schedule shall be for the sole and exclusive benefit of such Customer and shall not be available for resale except under the provisions of the Nomination Exchange Service and Imbalance Exchange Service available under this Rate Schedule.

AGREEMENT

Any Customer requesting service under this Rate Schedule shall enter into a written agreement with the Company for an initial period of one (1) year, or such other period as shall be mutually agreeable to the parties, and such agreement shall continue from month to month thereafter unless canceled by either party giving to the other party sixty (60) days' prior written notice of the termination of such agreement at the end of the initial period or any monthly period thereafter.

DELIVERY OF GAS BY THE COMPANY

All gas delivered by the Company to a Customer under this Rate Schedule shall be subject to an unaccounted for gas adjustment set forth in Appendix E.

The Company will allow a Customer to change nominations daily. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s).

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DELIVERY OF GAS BY THE COMPANY (Continued)

The Company acknowledges that the volume of Customer-owned gas delivered to the Company in any day, as adjusted for unaccounted for gas, may not, due to operating conditions, equal the amount of gas consumed by the Customer in the same day. However, the Company requires all Customers to be administratively in balance on a daily basis utilizing services provided under this Rate Schedule and/or other applicable rates.

The Company shall utilize its best efforts to provide notification to the Customer of its intention to begin initial or resumed delivery of gas, to make any material change in the rate of delivery of gas, to change the rate of delivery of gas, or to discontinue delivery of gas. Upon the provision of such notice, the Company shall have the right at any time and from time to time to make any such changes in rate of delivery of the gas delivered, or to begin delivery, to discontinue or to resume delivery. The Company shall not be liable for any loss of production or for any damages whatsoever by reason of any such curtailment or interruption of this service, whether due to the lack of advance notice or otherwise.

IMBALANCES

Daily administrative balancing is accomplished through the use of services available as follows:

A. Customers whose annual average daily gas requirements are 3,000 Dth per day or greater will be considered Category A and daily balancing for those Transportation Customers is set forth in the table below.

B. Customers whose annual average daily gas requirements are less than 3,000 Dth per day will be considered Category B and daily balancing for those Transportation Customers is set forth in the table below.

C. Customers whose annual average daily gas requirements are less than 3,000 Dth per day and request Category A services, will be considered Category C Customers and daily balancing for those Transportation Customers is set forth in the table below. The agreement will be for a minimum term of one (1) year and month to month thereafter.

Service	Category A	Category B	Category C
Nomination Exchange Service	✓	✓	✓
Imbalance Exchange Service	✓	N/A	✓
Company Balancing Service	✓	✓	✓
No-Notice Gas Undertake Service	✓	✓	✓
No-Notice Gas Overtake Service	✓	✓	✓
Nominated Gas Overtake Service	✓	✓	✓
Imbalance Netting Option	✓	✓	✓

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METERING REQUIREMENTS

As a condition of selecting balancing for either Category A or Category C, the Customer will have a daily meter recording device which will be installed by the Company at the Customer's expense. The Company may, on a non-discriminatory basis, require Customer to furnish remote communication equipment as specified by the Company.

PIPELINE BURNER TIP BALANCING RIDER

Rider 389 is available to Rate 328 "Category A" Customers receiving gas service from the Company whose gas requirements during the most recent calendar year average at least 3,000 Dth per day and have the propensity for large changes in intraday usage as part of normal business operations.

In the event a new Customer's load is expected to have large swings hour to hour and the Company is unable to balance the system without placing undue burden on existing balancing services, or in the case of an existing Customer if a material change in circumstances results in large swings hour to hour and the Company reasonably determines that it is unable to balance the system without placing undue burden on existing balancing services, the Company reserves the right to require the Customer to take balancing services through Rider 389.

IMBALANCE NETTING OPTION

Imbalance netting option will be available to Category A, B or C Customers.

A Customer may elect to participate in an imbalance netting pool which shall entitle Customer to have daily over- and under-take imbalances netted with other like Customers with the same metering requirements and transportation zone. Such aggregated pool quantity of gas shall be considered as one volume for the calculation of Balancing Charges set out in the Company Balancing Service provisions under this Rate Schedule, except as defined during a Critical Overtake Day or Critical Undertake Day.

The imbalance netting pool shall be managed by a Pool Operator designated by Customer or a third party. If Customer designates a third party to be a Pool Operator, such Pool Operator shall have authority to apply and utilize, on behalf of the pool, any and all balancing services available under this Rate Schedule to manage the imbalances of the pool so long as such Pool Operator has entered into a written agreement with the Company for imbalance netting service. If the Customer does not take all of its gas requirements within a single imbalance netting pool, then the Customer and the Company shall agree in writing in advance as to the allocation of imbalances among the Customer's gas supplies and imbalance netting pools.

During a Critical Overtake Day or Critical Undertake Day, as defined in Rider 331, a Pool Operator shall be assessed for penalty charges.

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IMBALANCE NETTING OPTION (Continued)

A Customer who elects to participate in an imbalance netting pool must enter into a Customer Pooling Agreement. Such agreement shall become an attachment to Customer's current transportation agreement with the Company. Customer's designation of a Pool Operator shall remain in effect until it is revoked, in writing, or a new Customer Pooling Agreement is received by the Company. Any such designations and/or revocations must be received in writing by the Company, by the ninth (9th) business day prior to the end of the month to effectuate such change for the following month. Said designation and/or revocation shall not be effective until acknowledged by the Company. Any application to participate in an imbalance netting pool submitted hereunder must be agreed to by the Company and be consistent with the Company's contractual and operational requirements, as determined by the Company in its reasonable discretion. The Company shall approve a third party Pool Operator provided either it submits proof of adequate financial responsibility for any charges assessed to the Pool, or the Customers in the Pool guarantee payment of any charges assessed to the Pool.

NOMINATION EXCHANGE SERVICE

Nomination Exchange Service will be available to those Customers or Pool Operators in Categories A, B, or C.

Under the scheduling provisions of this Rate Schedule, Customers or Pool Operators are required to make nominations within the guidelines required by the upstream pipeline(s) in order to meet the schedule confirmation deadlines of the upstream pipelines connected to the Company.

In order to provide Customers or Pool Operators with more flexibility in their supply management, the Company will allow Customers or their authorized agents or Pool Operators to exchange gas between each other or their authorized agents at the City Gate and thus adjust their scheduled pipeline transportation nominations on the Company's system by 7:00 a.m. C.C.T. prior to the end of each Gas Day.

Exchanges between Customers or Pool Operators is limited to Customers or Pool Operators in the same transportation zone and must result in no change in confirmed scheduled nominations at the City Gate between the Company and upstream pipelines. The Company will not take title to any Customer-owned gas which is exchanged under this service, and all transactions will occur at the City Gate. The Company must receive and confirm nominations from all Customers or Pool Operators involved in an exchange transaction prior to the exchange deadline.

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IMBALANCE EXCHANGE SERVICE

Imbalance Exchange Service will be available to those Customers or Pool Operators in Categories A or C.

From time to time, Customers or Pool Operators will over a day consume an amount of gas which is different from the quantity of gas nominated to the Company, adjusted for unaccounted for gas, on that day for the Customers' accounts. In order to provide Customers or Pool Operators with more flexibility in their supply management, the Company will permit Customers or their authorized agents or Pool Operators to exchange imbalances on the Company's system for the Gas Day just ended, thus allowing Customers or Pool Operators retroactive adjustments to their transportation receipts and deliveries on the Company's system. Exchange transactions between Customers or Pool Operators must be completed during a period commencing at the end of the Gas Day and continuing until 3:00 p.m. C.C.T. that same Gas Day.

Trading between Customers or Pool Operators is limited to Customers or Pool Operators in the same transportation zone and must result in no change in confirmed nominations between the Company and delivering pipelines. Scheduled balance account injections or withdrawals are considered Customer-specific confirmed nominations and cannot be exchanged under this Rate Schedule. The Company will accept prearranged buy/sell transactions between parties provided both parties and their authorized agents provide the Company binding acknowledgment of such trade by the trading deadline. The Company will not take title to any Customer-owned gas which is exchanged under this service, and all transactions will occur at the Burner Tip. The Company must receive binding confirmation from all Customers or Pool Operators involved in an exchange transaction prior to the 3:00 p.m. C.C.T. deadline.

COMPANY BALANCING SERVICE

Company Balancing Service will be available to those Customers or Pool Operators in Categories A, B, or C. The Company will make available each day firm Balancing Service up to the contracted balancing account capacity ("bank capacity") and injection/withdrawal limits, to those Customers or Pool Operators under this Rate Schedule who have a daily imbalance. A Customer or Pool Operator may request bank capacity or a change in bank capacity up to their limit any time throughout the year upon written notification to the Company by the ninth (9th) business day prior to the end of the month to effectuate such change for the following month. The maximum balancing account capacity limit available to each Customer or Pool Operator's customers in aggregate shall be fifty percent (50%) of the Customer's average daily use recorded during the previous calendar year. The firm daily injection/withdrawal limit shall be two percent (2%) of the capacity limit. In determining a Customer's average daily use, the Company may adjust for unusual levels of usage resulting from extended nonrecurring operational events. New Customers will be assigned a maximum balancing account capacity limit by the Company, which will be based on fifty percent (50%) of the expected average daily use for a calendar year. The maximum balancing account capacity available is limited to sixty percent (60%) of the total of the average daily use of all eligible Transportation Customers recorded during the previous calendar year. If all Customers or Pool Operators do not select their maximum balancing account capacity limit, any remaining capacity shall be made available to other Customers or

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RATE FOR GAS SERVICE
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COMPANY BALANCING SERVICE (Continued)

Pool Operators at the Company's sole discretion. Any balancing account over the maximum balancing account capacity limit made available to a Customer can be recalled by the Company upon thirty (30) days' notice.

On days when Customers' or Pool Operators' actual consumption of gas is less than their allocated quantities of gas at the City Gate, adjusted for unaccounted for gas, Customers or Pool Operators will be allowed to build a positive balancing account up to the balancing account capacity limit on a no-notice basis up to the firm injection limit and on an interruptible no-notice basis above the limit. The Commodity Charge for such service will depend on the undertake amount in accordance with the Balancing Charge set out in the Rates provisions below.

On days when Customers' or Pool Operators' actual consumption of gas is greater than their allocated quantities of gas at the City Gate, adjusted for unaccounted for gas, Customers or Pool Operators will be allowed to withdraw gas from their balancing account on a no-notice basis up to the firm withdrawal limit and on an interruptible no-notice basis above the limit, provided the Customer has a positive balance in the balancing account. The Commodity Charge for such service will depend on the overtake amount in accordance with the Balancing Charge set out in the Rates provisions below.

Customers or Pool Operators may nominate injections and withdrawals from their balancing accounts. The availability of injections and withdrawals will be interruptible and therefore, must be approved by the Company in time to make upstream pipeline nominations. The Customer or Pool Operator is responsible to assure that such nominated injections or withdrawals remain within their balancing account capacity limits. In the event that such nominated injections or withdrawals cause the Customer or Pool Operator to exceed the balancing account capacity limits (over or under), the daily No-Notice Gas Undertake Service or No-Notice Gas Overtake Service provisions of this Rate Schedule will apply. Nominated injections and withdrawals are included as part of a Customer's or Pool Operator's total daily scheduled quantity.

Customers or Pool Operators will be subject to the Balancing Charges for all no-notice injections into the balancing account and no-notice withdrawals from the balancing account in accordance with the Balancing Charge set out in the Rates provision below. There will be no charge for nominated injections and withdrawals from the balancing account provided such nominations do not cause the Customer or Pool Operator to exceed their balancing account capacity limits (over or under).

Quantities of gas assessed the Balancing Charge or scheduled for redelivery will be added or subtracted from a Customer's or Pool Operator's balancing account as appropriate up to the balancing account limit. Customers or Pool Operators will be allowed to carry-over from one month to the next any balancing account amount up to their elected balancing account limit.

Balancing Charges, inclusive of balance capacity charges and daily balancing charges, are credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

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NO-NOTICE GAS UNDERTAKE SERVICE

No-Notice Gas Undertake Service will be available to those Customers or Pool Operators in Categories A, B or C.

The Company does not allow balancing accounts to go over contracted capacity limits. Therefore, in the event the balancing account limit is exceeded, the volume of undertake gas in excess of the allowable bank capacity, will be credited at a daily No-Notice Gas Undertake Service price for that day. The No-Notice Gas Undertake Service Charges, by zone, are set out in the Rates provision below. If a Critical Undertake Day is declared, Rider 331 would apply.

No-notice gas undertakes under the No-Notice Gas Undertake Service will be billed as a credit to the Customer or Pool Operator at a daily undertake price.

No-Notice Gas Undertake Service prices are allocated to Customers under Rider 370 – Gas Cost Adjustment (GCA) Rider by means of purchasing gas at a discount to the respective index price.

NO-NOTICE GAS OVERTAKE SERVICE AND NOMINATED GAS OVERTAKE SERVICE

No-Notice Gas Overtake Service and Nominated Gas Overtake Service will be available to those Customers or Pool Operators in Categories A, B or C.

The Company does not allow negative balances in a bank. Therefore, in the event that a Customer or Pool Operator overtakes gas and no quantities of gas are available in the bank such gas will be sold to the Customer or Pool Operator by the Company under the No-Notice Gas Overtake Service and/or Nominated Gas Overtake Service provisions of this Rate Schedule for that day. The No-Notice Gas Overtake Service Charges and/or Nominated Gas Overtake Service Charges, by zone, are set out in the Rates provisions below. This gas will be delivered to the Customer at NIPSCO's City Gate. If a Critical Overtake Day is declared, Rider 331 may apply.

A Customer or Pool Operator may elect to take service under the Company's Nominated Gas Overtake Service. Such service shall be nominated to the Company within the required timeframe. The Company reserves the sole and exclusive right to accept or reject nominations for Nominated Gas Overtake Service. All quantities of gas nominated by the Customer or Pool Operator and delivered by the Company shall be considered taken by the Customer or Pool Operator in the Gas Day requested by the Customer or Pool Operator and accepted by the Company.

No-notice gas overtakes under No-Notice Gas Overtake Service and nominated gas overtakes under the Nominated Gas Overtake Service will be billed to the Customer or Pool Operator at a daily overtake price.

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NO-NOTICE GAS OVERTAKE SERVICE AND NOMINATED GAS OVERTAKE SERVICE (Continued)

No-Notice Gas Overtake Service and Nominated Gas Overtake Service (on-time or late) fees are credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

Customer or Pool Operators agree that by taking service under this No-Notice Gas Overtake Service, it will utilize this service to manage only daily overtakes and/or curtailments or interruptions in its transport from its supplying pipelines.

PIPELINE PENALTY ALLOCATION

In the event that a pipeline penalty charge is incurred by the Company as the result of an operational imbalance caused by a net system imbalance, the method of allocating the penalty charge will be on a pro rata basis between the Company, Customers under Rider 370 – Gas Cost Adjustment (GCA) Rider, Customers taking service under Rate 328 or Rate 338, and Imbalance Netting Pool Operators who contributed to the imbalance within the transportation zone that the penalty charge was incurred. Island Customers contributing to the imbalance will only be included in the proration if the pipeline penalty charge was incurred from the pipeline supplying gas to that Island Customer. The proration will be assessed based on the daily imbalance between the total Burner Tip nomination and actual metered volumes.

CAPACITY CURTAILMENT ALLOCATION

Curtailed services under this Rate Schedule shall be implemented in accordance with Rule 13 of the Company Rules.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month is the Customer's Winter Average Daily Usage.

WINTER AVERAGE DAILY USAGE

The Customer's Winter Average Daily Usage will be calculated annually and will be the sum of the Customer's total usage in the previous billing cycles for the months of December, January, and February, divided by the sum of the total number of days in those billing cycles.

RATE

The rate for gas delivery service and gas supplied under this Rate Schedule shall consist of fees and charges, and applicable Riders as identified in Appendix A, as follows:

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**RATE 328
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE**

Sheet No. 10 of 13

RATE (Continued)

Customer Charge

\$3,000.00 per month

Administrative Charge for Balancing Services - Customer

\$1,566.20 per month for Category A Customers
\$650.12 per month for Category B Customers
\$1,566.20 per month for Category C Customers

Transportation Charge – High Pressure (“HP”) Customer, where Customer is served from a main operating at a pressure at or exceeding 60 psi

\$0.06320 per Therm for the first 300,000 Therms delivered in the month
\$0.01208 per Therm for all over 300,000 Therms delivered in the month

Monthly Demand Charge – HP Customer

\$0.21404 per therm of Billing Demand per month

The Customer’s Winter Average Daily Usage and Billing Demand will be reset annually. The Monthly Demand Charge will be recalculated to produce an annual demand revenue of \$17,492,582 established in Cause No. XXXXX to become effective in June.

Transportation Charge – Distribution Pressure (“DP”) Customer, where Customer is served from a main operating at a pressure less than 60 psi

\$0.05302 per Therm for the first 100,000 Therms delivered in the month
\$0.01208 per Therm for all over 100,000 Therms delivered in the month

Monthly Demand Charge – DP Customer

\$0.16764 per therm of Billing Demand per month

The Customer’s Winter Average Daily Usage and Billing Demand will be reset annually. The Monthly Demand Charge will be recalculated to produce an annual demand revenue of \$1,110,459 established in Cause No. XXXXX to become effective in June.

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RATE FOR GAS SERVICE
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RATE (Continued)

Pooling Agreement Fee – Customer

\$59.10 per month that a Customer is in a pool

Nomination Exchange Service Charge – Customer or Pool Operator

\$9.85 per transaction for each counterparty for Category A, B and C

Imbalance Exchange Service Charge – Customer or Pool Operator

\$9.85 per transaction for each counterparty for Category A, B and C

Balance Account Capacity (“bank capacity”) Charge – Customer or Pool Operator

\$0.1992 per Therm of capacity per month

Balancing Charges – Customer or Pool Operator

Percent of Daily Nomination	Balancing Charge
+/- (0% to 10%)	0.0 cents per Therm
+/- (>10% to 20%)	3.2 cents per Therm
over +/- 20%	10.6 cents per Therm

No-Notice and / or Nominated Gas Service Charges – Customer or Pool Operator

Daily Price. As used in this Rate, the prices posted under the table “City Gate, Pooling Point Prices” as published in Gas Daily. Zone A will be the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price. Zones B and E will be the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price. In the event this posting is unavailable, the Company will establish a new daily price.

First of Month (FOM) Price. As used in this Rate, the “Prices of Spot Gas Delivered to Pipeline” for the first day of each month appearing under the table “Upper Midwest” as published in the INSIDE FERC Gas Market Report. Zone A will be the price using the Chicago City-gate index. Zones B and E will be the price using the Mich Con City-gate index. In the event this posting is unavailable, the Company will establish a new FOM price.

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RATE FOR GAS SERVICE
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Sheet No. 12 of 13

RATE (Continued)

No-Notice Gas Undertake Service Charges

Zone	No-Notice Undertake Service Price 0% – 20% Imbalance	No-Notice Undertake Service Price >20% Imbalance
A – Northwest Zone	Lesser of 70% Daily Price or 70% FOM Price	Lesser of 60% Daily price or 60% FOM Price
B – Southeast Zone	Lesser of 70% Daily Price or 70% FOM Price	Lesser of 60% Daily price or 60% FOM Price
E – East Zone	Lesser of 70% Daily Price or 70% FOM Price	Lesser of 60% Daily price or 60% FOM Price

Consistent with the terms of Rider 347, a customer or Pool Operator may elect to take Gas Parking Service as an alternative to No-Notice Undertake Service. To the extent reasonably practicable, taking into consideration current and forecasted system conditions at the time, NIPSCO shall use all reasonable efforts to accommodate such requests.

No-Notice and Nominated Gas Overtake Service Charges

Zone	On-time Overtake Service Price	Late Overtake Service Price	No-Notice Overtake Service Price 0% - 20% Imbalance	No-Notice Overtake Service Price >20% Imbalance
A–Northwest Zone	105% Daily Price	Negotiated Rate	130% Daily Price	140% Daily Price
B–Southeast Zone	105% Daily Price	Negotiated Rate	130% Daily Price	140% Daily Price
E–East Zone	105% Daily Price	Negotiated Rate	130% Daily Price	140% Daily Price

Pool Administration Charge – Pool Operator

\$985.03 per month per pool for Pool Operators in Category A
 \$492.52 per month per pool for Pool Operators in Category B
 \$246.26 per month per pool for Pool Operators in Category C

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RATE 328
RATE FOR GAS SERVICE
LARGE TRANSPORTATION AND BALANCING SERVICE

Sheet No. 13 of 13

RATE (Continued)

Pool Participation Fee – Pool Operator

\$2,462.58 per Customer in the Pool per month for Pool Operators in Category A
\$86.19 per Customer in the Pool per month for Pool Operators in Category B
\$246.26 per Customer in the Pool per month for Pool Operators in Category

Volumetric Charge – Pool Operator

\$0.00015 per Therm delivered in the month

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge, Monthly Demand Charge, Administrative Charges for Balancing Services, Bank Capacity Charge, if applicable, and any applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 330
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE

Sheet No. 1 of 4

TO WHOM AVAILABLE

Available to Non-Residential Customers located in the area served by the Company whose annual gas requirements will average at least 200 Dth per day, or in the case of a new Customer or a Customer increasing gas requirements, the Customer shall certify that its annual gas requirements will average at least 200 Dth per day.

CHARACTER OF SERVICE

Service under this Rate Schedule is available to Customers for firm or interruptible service, and full or partial requirements for gas as stated in the Customer's Service Agreement. Customers requesting service for partial requirements must take the remainder of their gas requirements under the Company's applicable Rate Schedules for gas service. For Customers taking service under this Rate Schedule in conjunction with the Company's Transportation Service, any gas served to the Customer under this Rate Schedule shall be considered first through the meter for billing purposes, unless otherwise agreed to between the Customer and the Company.

In order for the Company to properly arrange for procurement of supply, price and manage the daily supply for Customers receiving service under this Rate Schedule, the Company shall require that the Customer provide to the Company, as part of the Service Agreement under this Rate Schedule, operating plans and the Average Daily Quantity for each month of the agreement period. The operating plans will consist of a schedule of daily quantity of gas to be supplied to the Customer by the Company under this Rate Schedule for each day of each month of the agreement period. The Average Daily Quantity will be a calculated value for each month of the agreement period based on the submitted operating plans and the number of days in the month.

Customers may submit changes to the monthly operating plans five (5) days prior to the time that nominations are required by the Company's delivering pipelines. Daily changes in operating plans must be supplied to the Company no later than the time required for nominations by the delivering pipeline(s). Operating plans must be resubmitted by Customers thirty (30) days prior to the beginning of each year that the Service Agreement is renewed for service under this Rate Schedule.

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RATE 330
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE

Sheet No. 2 of 4

CHARACTER OF SERVICE (continued)

The Company will use the operating plans and the Customer's Average Daily Quantity as submitted with the Service Agreement, to determine the appropriate level of market based pricing for services required to manage the daily use of gas of the Customers receiving service under this Rate Schedule. Therefore, Customers should use due diligence to minimize daily variances between their projected and actual operating plans to ensure the best available pricing of their gas service under this Rate Schedule. During a Critical Period, Customers may be limited to their daily operating plan. In the event that during a Critical Period the Customer takes gas in excess of its daily operating plan, the Company will, so far as practicable, undertake to proportionately allocate among its Customers gas supplies as may be available, otherwise, service in excess of the Customer's daily operating plan or available supplies will be deemed supplied under the provisions of Rider 331. The Company shall notify the Customer of the occurrence of such Critical Period and availability of supplies as far as practicable in advance of, and in any event not less than thirty (30) minutes before, the beginning or discontinuance of such Critical Period. Customers may not make further changes to their operating plans once the notification of a Critical Period has been made.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, and a Supply and Delivery Charge, and applicable Riders as identified in Appendix A, as follows:

Customer Charge

\$985.03 per month

Supply and Delivery Charge

The Supply and Delivery Charge will be an individually negotiated charge to be set forth in each Customer's Service Agreement. This Supply and Delivery Charge shall include Gas Supply Charges, Transportation Charges, Fuel Use Charges, and Delivery Charges. The Delivery Charge shall not be less than the Transportation Charge under Rate 328 applicable to the Customer.

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge, unless otherwise negotiated in the Customer's Service Agreement and any applicable Riders as identified in Appendix A.

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**RATE 330
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE**

Sheet No. 3 of 4

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Service Agreement

A properly executed Service Agreement is necessary before any service may be taken under this Rate Schedule.

Customer shall execute a Service Agreement for a period of not less than one (1) year or until the termination of this experimental service, whichever is less. Upon execution of the Service Agreement, Customer shall supply to the Company an annual gas requirements plan that the Company is obligated to deliver. The annual plan shall specify the daily requirements, by month, and the Maximum Daily Quantity (MDQ) and Average Daily Quantity (ADQ) for each month.

The Customer agrees not to take nor request gas service in lieu of the service specified in the Service Agreement under this Rate Schedule for the term of the Service Agreement. Any Service Agreement entered into under this Rate Schedule shall be submitted to the Commission, as required, and shall be effective upon submission. All said agreements shall be treated on a confidential basis by all parties.

2. Interruptibility of Service

The Company shall have the right at any time, and from time to time, to interrupt or limit the delivery of gas to the Customer under this Rate Schedule whenever the Company does not have, for any reason, sufficient capacity at any point in its distribution system to maintain adequate service to its general gas customers and to render Transportation Service under this Rate Schedule. When, due to such operational constraints, interruption or limitation of service under this Rate Schedule is invoked by the Company, it will invoke such interruption or limitation ratably among Customers receiving service under this Rate Schedule, affecting such operational constraints.

3. Metering

Gas service furnished under this Rate Schedule shall be measured as to maximum daily Demand and volume by meters to be installed by the Company. Each meter shall be considered by itself in calculating the amount of any Bill except when, for the convenience of the Company, more than one meter is installed on the same class of service in the same Premise for the same Customer in which case the sum of the registrations shall in all cases be taken as the total registration.

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**RATE 330
RATE FOR GAS SERVICE
LARGE VOLUME NEGOTIATED SALES SERVICE**

Sheet No. 4 of 4

GENERAL TERMS AND CONDITIONS (continued)

When required by the Company, the Customer shall supply a suitable fireproof building or fireproof room within a building on the Customer's Premise, in accordance with plans and specifications to be furnished by the Company. Such building or room is to house the meters, regulators and any other equipment to be installed by the Company for determining the amount of gas delivered to the Customer. Such building or room is to be well ventilated and provided by the Customer with heat, electric light, and such power as required by the Company for metering purposes.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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**RATE 334A
RATE FOR GAS SERVICE
OFF-PEAK NON-RESIDENTIAL INTERRUPTIBLE NEGOTIATED SERVICE**

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available to Non-Residential Customers for gas service on an interruptible basis when in the judgment of the Company, gas supplies are available for non-firm service, and its service facilities are adequate to render proper service to the Customer without impairing the quality of the Company's service to other customers.

Service hereunder is available to (1) customers who have functioning alternate fuel capability and/or (2) to off-peak seasonal processing customers who typically use 90% of their annual gas requirements during the off-peak period, such period defined as April 1 through November 30, which shall be verified by a representative of the Company, who can and will promptly curtail or cease the take of gas under this Rate Schedule, within the notice period provided for in the General Terms and Conditions of Service set out below, by discontinuing their operations and/or utilizing alternate fuel facilities.

CHARACTER OF SERVICE

Gas service under this Rate Schedule shall only be available at the sole discretion of the Company and is cancelable by the Company at any time without notice.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge and Commodity Charge, as follows:

Customer Charge

\$627.46 per month

Commodity Charge

The Commodity Charge will be comprised of a Delivery Charge and a Gas Supply Charge. The Commodity Charge may vary depending upon the Customer's alternate fuel, i.e., (i) coal, (ii) #2 oil, (iii) #6 oil, (iv) propane, or (v) electricity, or (vi) off-peak seasonal processing, and will be individually negotiated within the terms of the Customer's Service Agreement.

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Customer Charge and any applicable Riders as identified in Appendix A.

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RATE 334A
RATE FOR GAS SERVICE
OFF-PEAK COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE NEGOTIATED SERVICE

Sheet No. 2 of 3

GENERAL TERMS AND CONDITIONS OF SERVICE

A written Service Agreement between the Company and Customer is required under this Rate Schedule setting the rate(s) of delivery of gas purchased by any Customer under this Rate Schedule and shall provide for a mutually acceptable initial term and extension thereof, if any.

Gas service furnished under this Rate Schedule shall be measured by meter(s) to be installed by the Company. When required by the Company, the Customer shall supply a suitable fireproof building or fireproof room within a building on the Customer's Premise, in accordance with plans and specifications to be furnished by the Company. Such building or room is to house the meters, regulators and any other equipment to be installed by the Company for determining the amount of gas delivered to the Customer. Such building or room is to be well ventilated and provided by the Customer with heat, electric light, and such power as required by the Company for metering purposes.

Customers served under this Rate Schedule shall assume the responsibility of providing for a supply of other fuels, if necessary, for use in the Customer's Premise in the event the Company shall discontinue in whole or in part the supply of gas to said Premise in accordance with the rights reserved by the Company so to do, at the sole discretion of the Company, subject to notice as hereinafter provided. The Customer shall furnish and install any and all equipment that may be necessary for the utilization of the gas by the Customer after it leaves the outlet of the Company's meter.

The Company shall notify the Customer of its intention to begin delivery of gas, to make any material change in the rate of delivery of the gas delivered or to discontinue or resume the delivery of gas under this Rate Schedule as far as is practicable in advance of, and in any event not less than thirty (30) minutes before, any such beginning of delivery, change in rate of delivery or discontinuation or resumption of delivery and, subject to the giving of such notice, shall have the right at any time and from time to time to make any such changes in rate of delivery of the gas delivered, or to begin delivery, to discontinue or to resume delivery. The Company shall not be liable for any loss of production or for any damages whatsoever by reason of any such Curtailment or Interruption of service, whether due to the lack of advance notice or otherwise.

It is contemplated that the supply of gas to the Customer will be curtailed or interrupted from time to time. The Company is supplying and will supply large volume gas on an interruptible basis under agreements with a limited number of parties and the Company will, so far as practicable, undertake to rotate or proportionately allocate among its interruptible Customers such interruptible gas as may be available. Customer agrees, by taking service under this Rate Schedule, that Customer can and will promptly curtail or cease the take of gas under this Rate Schedule within the above notice period.

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**RATE 334A
RATE FOR GAS SERVICE
OFF-PEAK COMMERCIAL AND INDUSTRIAL INTERRUPTIBLE NEGOTIATED SERVICE**

Sheet No. 3 of 3

GENERAL TERMS AND CONDITIONS OF SERVICE (continued)

Any quantity of gas taken during periods of Curtailment when notified by the Company to curtail usage shall be subject to a penalty of \$1.00 per Therm, except that the charge will be \$6.00 per Therm during any Critical Period. Such penalty will be billed in addition to the Customer Charge and Commodity Charge set forth under the Rates provision of this Rate.

If the Customer fails to comply with or perform any of the terms and provisions on its part to be complied with or performed under this Rate Schedule and if, after such failure, the Company shall give Customer written notice of Company's intention to cut off the supply of gas on account of such failure, then the Company shall have the right to cut off the supply of gas at the expiration of five (5) days after the giving of said notice, unless within such five (5) days the Customer shall make good such failure. Cutting off the supply of gas for any such cause shall be a cumulative remedy as to the Company and shall not release the Customer from its obligation to make payment of any amount(s) due or to become due from the Customer to the Company in accordance with the terms hereof.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 338
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

Sheet No. 1 of 11

TO WHOM AVAILABLE

Available to Non-Residential Customers located in the area served by the Company whose gas requirements during the most recent calendar year average at least 100 Dth per day and to new or existing Customers presently utilizing an alternate fuel and/or adding additional load who shall certify in writing and demonstrates that their gas requirements will average at least 100 Dth per day.

Customers taking service under this Rate Schedule shall enter into a mutually agreeable written agreement for the delivery by the Company of quantities of natural gas obtained by the Customer from a source other than the Company and delivered to the Company for the purposes of service under this Rate Schedule.

CHARACTER OF SERVICE

Service under this Rate Schedule shall be firm transportation service. Customers shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered to the Company to at least one interconnecting point/nominating meter with an upstream pipeline (City Gate) provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, an Island Customers is restricted for transportation service of deliveries on its one supplying pipeline. The following table shows the nominating meters with upstream pipelines by zone:

NIPSCO Zone	Upstream Pipeline	Nominating Meter (City Gate)
A – Northwest Zone	ANR Pipeline	4375 – Michigan City 138744 – Crown Point
A – Northwest Zone	Crossroads Pipeline	736908 – Griffith
A – Northwest Zone	Natural Gas Pipeline Company of America	909260 – NIPSCO CDP
A – Northwest Zone	Northern Border	115 – North Hayden
A – Northwest Zone	Trunkline Gas Company	TRKNI – NIPSCO
A – Northwest Zone	Vector Pipeline	CP151FE001SF – Crown Point
B – Southeast Zone	ANR Pipeline	40184 – Fort Wayne
B – Southeast Zone	Panhandle Eastern Pipeline Company	NIPS – NIPSCO
E – East Zone	Crossroads Pipeline	736908 – Butler

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RATE 338
RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE

Sheet No. 2 of 11

CHARACTER OF SERVICE (Cont'd)

The Company will be the sole determinant of pipeline City Gate capacity availability, such as a nomination cap and/or meter cap, for transport quantities of gas. The Company reserves the right to issue nomination and /or meter caps or further restrict the availability of approved delivery points whenever any of the following conditions occur or is anticipated to occur:

- (1) Off-system (upstream) pipeline maintenance, upgrades or inspections affecting one, or more, NIPSCO City Gates;
- 2) On-system maintenance, upgrades or inspections system affecting one, or more, NIPSCO City Gates or downstream systems; or
- 3) Nominated pipeline supplies to NIPSCO City Gates resulting in NIPSCO being unable to maintain system balances with current on- and / or off-system balancing services.

Prior to issuing nomination and / or meter caps or further restrict the availability of approved delivery points, the Company shall further exhaust all reasonable efforts and utilize all available alternatives that do not require such issuance. If determined issuing nomination and / or meter caps or further restrict the availability of approved delivery points is necessary, the Company shall implement any such measures in the least restrictive manner reasonably feasible, and shall provide affected Customers with as much advance notice as the Company can reasonably provide.

In the event Customers do not adhere to nomination and / or meter cap restrictions during a Critical Period, Rider 331 may apply.

Gas transported by the Company for a Customer under this Rate Schedule shall be for the sole and exclusive benefit of such Customer and shall not be available for resale except under the provisions of the Nomination Exchange Service available under this Rate Schedule.

AGREEMENT

Any Customer requesting service under this Rate Schedule shall enter into a written agreement with the Company for an initial period of one (1) year, or such other period as shall be mutually agreeable to the parties, and such agreement shall continue from month to month thereafter unless canceled by either party giving to the other party sixty (60) days' prior written notice of the termination of such agreement at the end of the initial period or any monthly period thereafter.

DELIVERY OF GAS BY THE COMPANY

All gas delivered by the Company to a Customer under this Rate Schedule shall be subject to an unaccounted for gas adjustment specified in Appendix E.

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RATE FOR GAS SERVICE
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DELIVERY OF GAS BY THE COMPANY (Continued)

The Company will allow a Customer to change nominations daily. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s).

The Company acknowledges that the volume of natural gas of Customer-owned gas delivered to the Company in any day, as adjusted for unaccounted for gas, may not, due to operating conditions, equal the amount of gas consumed by the Customer in the same day. However, the Company requires all Customers to be administratively in balance on a daily basis utilizing services provided under this Rate Schedule and/or other applicable rates.

The Company shall utilize its best efforts to provide notification to the Customer of its intention to begin initial or resumed delivery of gas, to make any material change in the rate of delivery of gas, to change the rate of delivery of gas, or to discontinue delivery of gas. Upon the provision of such notice, the Company shall have the right at any time and from time to time to make any such changes in rate of delivery of the gas delivered, or to begin delivery, to discontinue or to resume delivery. The Company shall not be liable for any loss of production or for any damages whatsoever by reason of any such curtailment or interruption of this service, whether due to the lack of advance notice or otherwise.

IMBALANCES

Daily administrative balancing is accomplished through the use of services available as follows:

Service	
Nomination Exchange Service	✓
Company Balancing Service	✓
No-Notice Gas Undertake Service	✓
No-Notice Gas Overtake Service	✓
Nominated Gas Overtake Service	✓
Imbalance Netting Option	✓

METERING REQUIREMENTS

The Customer may request a daily meter recording device which will be installed by the Company at the Customer's expense. The Company may, on a non-discriminatory basis, require Customer to furnish remote communication equipment as specified by the Company.

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IMBALANCE NETTING OPTION

A Customer may elect to participate in an imbalance netting pool which shall entitle Customer to have daily over- and under-take imbalances netted with other like Customers with the same metering requirements and transportation zone. Such aggregated pool quantity of gas shall be considered as one volume for the calculation of Balancing Charges set out in the Company Balancing Service provisions under this Rate Schedule, except as defined during a Critical Overtake Day or Critical Undertake Day.

The imbalance netting pool shall be managed by a Pool Operator designated by Customer or a third party. If Customer designates a third party to be a Pool Operator, such Pool Operator shall have authority to apply and utilize, on behalf of the pool, any and all balancing services available under this Rate Schedule to manage the imbalances of the pool so long as such Pool Operator has entered into a written agreement with the Company for imbalance netting service. If Customer designates the Company as its Pool Operator, Customer shall enter into an agreement with the Company for imbalance netting service. Pool Operator agreements entered into by the Company shall contain confidential charges and terms and conditions. Negotiated agreements may be filed with the Commission under appropriate confidentiality procedures. If the Customer does not take all of its gas requirements within a single imbalance netting pool, then the Customer and the Company shall agree in writing in advance as to the allocation of imbalances among the Customer's gas supplies and imbalance netting pools.

During a Critical Overtake Day or Critical Undertake Day, as defined in Rider 331, a Pool Operator shall be assessed for penalty charges.

A Customer who elects to participate in an imbalance netting pool must enter into a Customer Pooling Agreement. Such agreement shall become an attachment to Customer's current transportation agreement with Company. Customer's designation of a Pool Operator shall remain in effect until it is revoked, in writing, or a new Customer Pooling Agreement is received by Company. Any such designations and/or revocations must be received in writing by Company, by the ninth (9th) business day prior to the end of the month to effectuate such change for the following month. Said designation and/or revocation shall not be effective until acknowledged by Company. Any application to participate in an imbalance netting pool submitted hereunder must be agreed to by Company and be consistent with Company's contractual and operational requirements, as determined by Company in its reasonable discretion. The Company shall approve a third party Pool Operator provided either it submits proof of adequate financial responsibility for any charges assessed to the Pool, or the customers in the Pool guarantee payment of any charges assessed to the Pool.

NOMINATION EXCHANGE SERVICE

Nomination Exchange Service will be available to Customers or Pool Operators.

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NOMINATION EXCHANGE SERVICE (Continued)

Under the scheduling provisions of this Rate Schedule, Customers or Pool Operators are required to make nominations within the guidelines required by the upstream pipeline(s) in order to meet the schedule confirmation deadlines of the upstream pipelines connected to the Company.

In order to provide Customers or Pool Operators with more flexibility in their supply management, the Company will allow Customers or their authorized agents or Pool Operators to exchange gas between each other or their authorized agents at the City Gate and thus adjust their scheduled pipeline transportation nominations on the Company's system by 7:00 a.m. C.C.T. prior to the end of each Gas Day.

Exchanges between Customers or Pool Operators is limited to Customers or Pool Operators in the same transportation zone and must result in no change in confirmed scheduled nominations at the City Gate between the Company and upstream pipelines. The Company will not take title to any Customer-owned gas which is exchanged under this service, and all transactions will occur at the City Gate. The Company must receive and confirm nominations from all Customers or Pool Operators involved in an exchange transaction prior to the exchange deadline.

COMPANY BALANCING SERVICE

Company Balancing Service will be available to Customers or Pool Operators.

The Company will make available each day firm Balancing Service up to the contracted balancing account capacity ("bank capacity") and injection/withdrawal limits, to those Customers or Pool Operators under this Rate Schedule who have a daily imbalance. A Customer or Pool Operator may request bank capacity or a change in bank capacity up to their limit any time throughout the year upon written notification to the Company by the ninth (9th) business day prior to the end of the month to effectuate such change for the following month. The maximum balancing account capacity limit available to each Customer or Pool Operator's customers in aggregate shall be fifty percent (50%) of the Customer's average daily use recorded during the previous calendar year. The firm daily injection/withdrawal limit shall be two percent (2%) of the capacity limit. In determining a Customer's average daily use, the Company may adjust for unusual levels of usage resulting from extended nonrecurring operational events. New Customers will be assigned a maximum balancing account capacity limit by the Company, which will be based on fifty percent (50%) of the expected average daily use for a calendar year. The maximum balancing account capacity available is limited to sixty percent (60%) of the total of the average daily use of all eligible transportation Customers recorded during the previous calendar year. If all the Customers or Pool Operators do not select their maximum balancing account capacity limit, any remaining capacity may be made available to other Customers or Pool Operators at the Company's sole discretion. Any balancing capacity over the assigned maximum balancing account limit made available to a Customer can be recalled by the Company upon thirty (30) days' notice.

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COMPANY BALANCING SERVICE (Continued)

On days when Customers' or Pool Operators' actual consumption of gas is less than their allocated quantities of gas at the City Gate, adjusted for unaccounted for gas, Customers or Pool Operators will be allowed to build a positive balancing account up to the balancing account limit on a no-notice basis up to the firm injection limit and on an interruptible no-notice basis above the limit. The Commodity Charge for such service will depend on the undertake amount in accordance with the Balancing Charge set out in the Rates provisions below.

On days when Customers' or Pool Operators' actual consumption of gas is greater than their allocated quantities of gas at the City Gate, adjusted for unaccounted for gas, Customers or Pool Operators will be allowed to withdraw gas from their balancing account on a no-notice basis up to their firm withdrawal limit and an interruptible no-notice basis, above the limit, provided the Customer has a positive balance in the balancing account. The Commodity Charge for such service will depend on the overtake amount in accordance with the Balancing Charge set out in the Rates provisions below.

Customers or Pool Operators may nominate injections and withdrawals from their balancing accounts. The availability of injections and withdrawals will be interruptible and therefore, must be approved by the Company in time to make upstream pipeline nominations. The Customer or Pool Operator is responsible to assure that such nominated injections or withdrawals remain within their balancing account limits. In the event that such nominated injections or withdrawals cause the Customer or Pool Operator to exceed the balancing account limits (over or under), the daily No-Notice Gas Undertake Service or No-Notice Gas Overtake Service provisions of this Rate Schedule will apply. Nominated injections and withdrawals are included as part of a Customer's or Pool Operator's total daily scheduled quantity.

Customers or Pool Operators will be subject to the Balancing Charges for all no-notice injections into the balancing account and no-notice withdrawals from the balancing account in accordance with the Balancing Charge set out in the Rates provision below. There will be no charge for nominated injections and withdrawals from the balancing account provided such nominations do not cause the Customer or Pool Operator to exceed their balancing account limits (over or under).

Quantities of gas assessed the Balancing Charge or scheduled for redelivery will be added or subtracted from a Customer's or Pool Operator's balancing account as appropriate up to the balancing limit. Customers or Pool Operators will be allowed to carry-over from one month to the next any balancing account amount up to their elected balancing account limit.

Balancing Charges, including of balance capacity charges and daily balancing charges are credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

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NO-NOTICE GAS UNDERTAKE SERVICE

No-Notice Gas Undertake Service will be available to Customers or Pool Operators.

The Company does not allow balancing accounts to go over contracted capacity limits. Therefore, in the event the balancing account limit is exceeded, the volume of undertake gas in excess of the allowable bank capacity will be credited at a daily No-Notice Gas Undertake Service price for that day. The No-Notice Gas Undertake Services Charges, by zone, are set out in the Rates provision below. If a Critical Undertake Day is declared, Rider 331 would apply. No-notice gas undertakes under No-Notice Gas Undertake Service will be billed as a credit to the Customer or Pool Operator at a daily undertake price.

No-Notice Gas Undertake Gas Service prices are allocated to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider by means of purchasing gas at a discount to the respective index price.

NO-NOTICE GAS OVERTAKE SERVICE AND NOMINATED GAS OVERTAKE SERVICE

No-Notice Gas Overtake Service and Nominated Gas Overtake Service will be available to Customers or Pool Operators.

The Company does not allow negative balances in a bank. Therefore, in the event that a Customer or Pool Operator overtakes gas and no quantities of gas are available in the bank such gas will be sold to the Customer or Pool Operator by the Company under the No-Notice Gas Overtake Service and/or Nominated Gas Overtake Service provisions of this Rate Schedule for that day. The No-Notice Gas Overtake Service Charges and Nominated Gas Overtake Service Charges, by zone, are set out in the Rates provisions below. This gas will be delivered to the Customer at NIPSCO's City Gate. If a Critical Overtake Day is declared, Rider 331 may apply.

A Customer or Pool Operator may elect to take service under the Company's Nominated Gas Overtake Service. Such service shall be nominated to the Company within the required timeframe. The Company reserves the sole and exclusive right to accept or reject nominations for Nominated Gas Overtake Service. All quantities of gas nominated by the Customer or Pool Operator and delivered by the Company shall be considered taken by the Customer or Pool Operator in the Gas Day requested by the Customer or Pool Operator and accepted by the Company.

No-notice gas overtakes under No-Notice Gas Overtake Service and nominated gas overtakes under the Nominated Gas Overtake Service will be billed to the Customer or Pool Operator at a daily overtake price.

No-Notice Gas Overtake Service and Nominated Gas Overtake Service (on-time or late) fees and are credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

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RATE FOR GAS SERVICE
GENERAL TRANSPORTATION AND BALANCING SERVICE**

Sheet No. 8 of 11

NO-NOTICE GAS OVERTAKE SERVICE AND NOMINATED GAS OVERTAKE SERVICE (Continued)

Customer agrees, by taking service under this No-Notice Gas Overtake Service provision, that it will utilize this service to manage only daily overtakes and/or Curtailments or Interruptions in its transport from its supplying pipelines.

PIPELINE PENALTY ALLOCATION

In the event that a pipeline penalty charge is incurred by the Company as the result of an operational imbalance caused by a net system imbalance, the method of allocating the penalty will be on a pro rata basis between the Company, Customers under Rider 370 – Gas Cost Adjustment (GCA) Rider, Customers taking service under Rate 328 or Rate 338, and Imbalance Netting Pool Operators who contributed to the imbalance within the transportation zone that the penalty was incurred. Island Customers contributing to the imbalance will only be included in the proration if the pipeline penalty charge was incurred from the pipeline supplying gas to that Island Customer. The proration will be assessed based on the daily imbalance between the total Burner Tip nomination and actual metered volumes.

CAPACITY CURTAILMENT ALLOCATION

Curtailment of services under this Rate Schedule, shall be implemented in accordance with Rule 13 of the Company Rules.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the month is the Customer's Winter Average Daily Usage.

WINTER AVERAGE DAILY USAGE

The Customer's Winter Average Daily Usage will be calculated annually and will be the sum of the Customer's total usage in the previous billing cycles for the months of December, January, and February, divided by the sum of the total number of days in those billing cycles.

RATE

The rate for gas delivery service and gas supplied hereunder shall consist of a Customer Charge, Transportation Charge, Administrative Charge for Balancing Services, Nomination Exchange Service Charges, Imbalance Exchange Service Charge, and Balancing Service Charge, as follows:

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RATE 338
RATE FOR GAS SERVICE
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Sheet No. 9 of 11

RATE (Continued)

Customer Charge

\$1,200.00 per month

Administrative Charge for Balancing Services - Customer

\$246.26 per month

Transportation Charge - Customer

\$0.06402 per Therm for all Therms used per month

Monthly Demand Charge

\$0.42200 per therm of Billing Demand per month

The Customer's Winter Average Daily Usage and Billing Demand will be reset annually. The Monthly Demand Charge will be recalculated to produce an annual demand revenue of \$896,773 established in Cause No. XXXXX to become effective in June.

Pooling Agreement Fee – Customer

\$59.10 per month that a Customer is in a pool

Nomination Exchange Service Charge – Customer or Pool Operator

\$9.85 per transaction for each counterparty

Balance Account Capacity (“bank capacity”) Charge – Customer or Pool Operator

\$0.1992 per Therm of capacity per month

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 RATE FOR GAS SERVICE
 GENERAL TRANSPORTATION AND BALANCING SERVICE**

Sheet No. 10 of 11

RATES (Continued)

Balancing Charges – Customer or Pool Operator

Percent of Daily Nomination	Balancing Charge
+/- (0% to 10%)	0.0 cents per therm
+/- (>10% to 20%)	3.2 cents per therm
over +/- 20%	10.6 cents per therm

No-Notice and / or Nominated Gas Service Charges – Customer or Pool Operator

Daily Price. As used in this Rate, the prices posted under the table “City Gate, Pooling Point Prices” as published in Gas Daily. Zone A will be the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price. Zones B and E will be the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price. In the event this posting is unavailable, the Company will establish a new daily price.

First of Month (FOM) Price. As used in this Rate, the “Prices of Spot Gas Delivered to Pipeline” for the first day of each month appearing under the table “Upper Midwest” as published in the INSIDE FERC Gas Market Report. Zone A will be the price using the Chicago City-gate index. Zones B and E will be the price using the Mich Con City-gate index. In the event this posting is unavailable, the Company will establish a new FOM price.

No-Notice Gas Undertake Service Charges

Zone	No-Notice Undertake Service Price 0% – 20% Imbalance	No-Notice Undertake Service Price >20% Imbalance
A – Northwest Zone	Lesser of 70% Daily Price or 70% FOM Price	Lesser of 60% Daily price or 60% FOM Price
B – Southeast Zone	Lesser of 70% Daily Price or 70% FOM Price	Lesser of 60% Daily price or 60% FOM Price
E – East Zone	Lesser of 70% Daily Price or 70% FOM Price	Lesser of 60% Daily price or 60% FOM Price

Consistent with the terms of Rider 347, a customer or Pool Operator may elect to take Gas Parking Service as an alternative to No-Notice Undertake Service. To the extent reasonably practicable, taking into consideration current and forecasted system conditions at the time, NIPSCO shall use reasonable efforts to accommodate such requests.

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Sheet No. 11 of 11

RATE (Continued)

No-Notice and Nominated Gas Overtake Service Charges

Zone	On-time Overtake Service Price	Late Overtake Service Price	No-Notice Overtake Service Price 0% - 20% Imbalance	No-Notice Overtake Service Price >20% Imbalance
A-Northwest Zone	105% Daily Price	Negotiated Rate	130% Daily Price	140% Daily Price
B-Southeast Zone	105% Daily Price	Negotiated Rate	130% Daily Price	140% Daily Price
E-East Zone	105% Daily Price	Negotiated Rate	130% Daily Price	140% Daily Price

Pool Administration Charge – Pool Operator

\$246.26 per pool for Pool Operators

Pool Participation Fee – Pool Operator

\$24.63 per customer in the pool per month

Volumetric Charge – Pool Operator

\$0.00015 / per Therm delivered in the month

MONTHLY MINIMUM CHARGE

The Customer’s monthly Minimum Charge under this Rate Schedule shall be the Customer Charge, Monthly Demand Charge, Administration Charge for Balancing Service, Bank Capacity Charge, if applicable, and any applicable Riders as identified in Appendix A.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 340
RATE FOR GAS SERVICE
LIQUEFIED NATURAL GAS (LNG) SERVICE

Sheet No. 1 of 2

TO WHOM AVAILABLE

Available for liquefied natural gas (LNG) service on an interruptible basis when in the judgment of the Company, gas supplies are available for non-firm service, and its LNG service facilities are adequate to render proper service without impairing the quality of the Company's service to other Customers.

CHARACTER OF SERVICE

Gas service under this Rate Schedule shall only be available at the sole discretion of the Company.

A properly executed Service Agreement is required before any service may be taken under this Rate Schedule. Said Service Agreement shall set forth the specifics of the service to be provided.

The Customer must arrange for the transportation of the LNG which will be delivered at one of the Company's LNG facilities, with the specific facility to be determined by the Company.

The composition of the liquefied natural gas to be supplied under this Rate Schedule is dependent on the composition of the pipeline gas that the Company receives. Historical data demonstrates the composition to be in the following range:

Methane	93.8 - 95.2	Mole %
Ethane	3.9 - 4.6	Mole %
Propane	0.7 - 1.1	Mole %
Other		Balance

RATE

The rate for LNG service supplied hereunder shall consist of a Transaction Charge, Liquefaction Charge, and Supply and Delivery, and applicable Riders as identified in Appendix A, as follows:

Transaction Charge

\$50.00 per Transaction

Liquefaction Charge

The Company shall determine, based on alternative fuel prices, the liquefaction charge component to be included in the Commodity Charge.

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RATE 340
RATE FOR GAS SERVICE
LIQUEFIED NATURAL GAS (LNG) SERVICE

Sheet No. 2 of 2

RATE (continued)

Supply and Delivery Charge

The Supply and Delivery Charge shall include, where applicable, Gas Supply Charges, Transportation Charges, Fuel Use Charges, Delivery Charges and Administrative Charges.

Customers taking service hereunder may elect to supply the appropriate quantity of natural gas to the Company's gas system to compensate the Company for the volume of gas required for the LNG delivery.

The Liquefaction Charge and Supply and Delivery Charge will be individually negotiated charges, such charges to be set forth in each Customer Service Agreement.

MONTHLY MINIMUM CHARGE

The Customer's monthly Minimum Charge under this Rate Schedule shall be the Transaction Charge.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RATE 345
RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 1 of 9

TO WHOM AVAILABLE

Available to marketers and brokers who: (1) have been designated as a qualified supplier and/or agent by Customers who have elected to receive service under Rates 311, 315, 321 and 325; (2) meet the qualification requirements specified in this Rate Schedule; and (3) have executed a Supplier Aggregation Service (SAS) Agreement with the Company (Choice Suppliers).

CHARACTER OF SERVICE

A Choice Supplier may aggregate individual Customers, on whose behalf the Choice Supplier is providing gas supply, for nomination, balancing and load management purposes at specified points of receipt on the Company's distribution system or at specified pipeline interconnections available to the Company on its upstream capacity.

Only Customers within the same transportation zone utilizing the same transportation service and utilizing the same nomination option may be aggregated.

Interstate pipeline and storage assets will be allocated to Choice Suppliers who will be required to pay for these assets, either through accepting the allocation and directly paying the pipeline or storage operator or choosing the Company's Asset Mitigation Option set out in the SAS Agreement.

AGREEMENT

A Choice Supplier desiring service under this Rate Schedule shall contact the Company to request service. As a condition of receiving service, the Choice Supplier shall execute a Supplier Aggregation Service Agreement.

NOMINATION OPTIONS UNDER SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

The following Nomination Options are available under the SCDS Rider. A Choice Supplier may change options once per year with written notice to the Company.

Company Nomination Option

At the beginning of each month the Company shall provide to the Choice Supplier a good faith estimate of the daily delivery quantities that will be required for the month for Qualifying Customers served by said Choice Supplier under SCDS Rider. Such estimated daily delivery quantities may be changed by the Company no later than the time required for such nominations by the delivering pipeline(s), in order to adjust for Demand and weather variations.

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SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 2 of 9

NOMINATIONS OPTIONS UNDER SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER
(continued)

Formula Option

The Choice Supplier shall use a formula, provided by the Company, to calculate daily City Gate delivery quantities required under the SCDS Rider. Such formula may be adjusted by the Company, in its sole discretion, at the beginning of each month and/or week. Choice Supplier shall be notified of any formula adjustments by the Company on a timely basis.

Choice Supplier Nomination Option

The Choice Supplier shall determine the daily delivery quantities.

Base Load Option

At the beginning of each month the Company shall provide to the Choice Supplier a good faith estimate of the average daily delivery quantities that will be required for the month for Qualifying Customers served by said Choice Supplier under the SCDS Rider. The daily estimates may be lowered by a Maximum Allowable Delivery Factor to ensure system integrity.

RATE

Administration Charge

The Administration Charge under this Rate Schedule shall be \$1.50 per meter per month for General Service Customers and \$0.75 per meter per month for Residential Customers or \$500.00 per aggregation agreement per month, whichever is greater.

Imbalance and Overrun Charges

A Choice Supplier shall be billed on a monthly basis for under and over deliveries of nominated quantity of gas, authorized and unauthorized overrun capacity charges, as well as charges for unauthorized use of gas by the Choice Supplier's customers when the Choice Supplier fails to deliver adequate quantities of gas.

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SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 3 of 9

RATE (Continued)

Other Charges

A Choice Supplier shall be billed such other charges as may be applicable from time to time, including but not limited to charges related to the use and/or assignment of the Company's upstream capacity and an unaccounted for gas adjustment set forth in Appendix E for all gas delivered by Company on behalf of the Choice Supplier.

SUPPLIER PERFORMANCE REQUIREMENTS

The obligations that a Choice Supplier agrees to undertake in exchange for the right to sell gas supply under this Rate Schedule are delineated in the SAS Agreement. Choice Supplier shall be subject to reasonable standards of conduct and performance standards, as may be issued from time to time by the Commission, for suppliers that choose to make direct sales to customers electing service under the SCDS Rider to Rates 311, 315, and other Human Needs Customers.

Choice Supplier shall post either a cash deposit or irrevocable letter of credit from an issuer meeting the Company's approval in order to ensure Choice Supplier's performance of its contractual obligations. The Choice Supplier agrees that the Company shall have the right to access and apply the cash deposit or draw on the letter of credit in an amount equal to any payment obligations owing to the Company. In lieu of a cash deposit or letter of credit from the Choice Supplier, the Company may, in its sole discretion, agree to accept a parent guaranty from the Choice Supplier's parent company.

The amount of the cash deposit or irrevocable letter of credit will be based upon the maximum aggregate daily delivery obligation of the Choice Supplier for a ten (10) day average period.

Choice Supplier shall provide a written affidavit certifying to the Commission and, simultaneously, a copy to the Company, that it has adequate firm supplies under agreement to meet its customers' aggregate firm daily Demand and firm annual Demand.

In the event that there is a good faith dispute between the Choice Supplier and the Company as to whether the Choice Supplier satisfies the requirements of this provision, the Choice Supplier may file a complaint with the Commission asking the Commission to resolve the dispute with the Company as to whether it, in fact, is a "qualified supplier" within the meaning of the Tariff.

Alternatively, in lieu of filing a complaint with the Commission, the Choice Supplier and the Company may, by mutual agreement, seek a resolution of the good faith dispute through binding arbitration.

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SUPPLIER AGGREGATION SERVICE (SAS)**

Sheet No. 4 of 9

DAILY IMBALANCE CASH-OUT PROVISIONS

The Choice Supplier shall be subject to the daily imbalance cash-out provisions included in this Rate Schedule.

Imbalances under SCDS Rider

Company Nomination Option

The Daily Imbalance Volume shall be the difference between the daily nomination requested by the Company from the Choice Supplier and the volume of gas actually delivered to the system by that Choice Supplier.

Formula Option

The Daily Imbalance Volume shall be the difference between the volume calculated in the formula using the Company's actual weather data and the volume tendered to the system by the Choice Supplier.

Choice Supplier Nomination Option

There are no daily nomination imbalances under this option.

Base Load Option

The Daily Imbalance Volume shall be the difference between the daily nomination requested by the Company from the Choice Supplier and the volume of gas actually delivered to the system by that Choice Supplier.

Daily Imbalances During Non-Critical Periods

If on any day the volume of gas delivered by the Choice Supplier differs from the nomination requested by the Company under the SCDS Rider, after adjustment for allowed balancing tolerances and fuel, such quantity of gas shall be subject to the following charges:

For Over-Deliveries (the Choice Supplier delivered volume is greater than the Company's requested volume) the Company will purchase gas from the Choice Supplier at the rates below:

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SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 5 of 9

DAILY IMBALANCE CASH-OUT PROVISIONS (continued)

Daily Imbalances During Non-Critical Periods (continued)

Imbalance Level	Company Pays Choice Supplier
+ 0% to 4.99%	100% of the lesser of Daily Index or First of Month Index
+ 5% to 9.99%	90% of the lesser of Daily Index or First of Month Index
+10% to 20%	80% of the lesser of Daily Index or First of Month Index
Over + 20%	60% of the lesser of Daily Index or First of Month Index

For Under-Deliveries (the Choice Supplier's delivered volume is less than the Company's requested volume) the Choice Supplier will purchase gas from the Company at the rates below:

Imbalance Level	Choice Supplier Pays Company
- 0% to 4.99%	100% of the greater of Daily Index or First of Month Index
- 5% to 9.99%	110% of the greater of Daily Index or First of Month Index
-10% to 20%	120% of the greater of Daily Index or First of Month Index
Under - 20%	140% of the greater of Daily Index or First of Month Index

In addition to the charges above, Choice Supplier shall pay all costs, as determined by the Company, associated with managing the Choice Supplier's imbalances, including, but not limited to, all upstream and on-system capacity costs and supply costs.

The Daily Index price shall be the arithmetic average of the range of prices posted under the table City Gate, Pooling Point Prices as published in Gas Daily. Zone A will be the average for the month of the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price. Zones B or E will be the average for the month of the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price. In the event this posting is unavailable, Company will establish a new Daily Index price.

The First of Month Index price shall be the arithmetic average of the "Prices of Spot Gas Delivered to Pipelines" for the first day of each Month appearing under the table "Upper Midwest" as published in the INSIDE FERC Gas Market Report. Zone A will be priced using the Chicago City-gate index, and Zones B or E will be priced using Mich Con City-gate index.

In the event a Choice Supplier fails to comply with an Operational Flow Order issued by an interstate pipeline that results in a pipeline penalty, the Choice Supplier shall be allocated the pipeline penalty. If a Choice Supplier fails to comply with an Operational Flow Order issued by the Company, the Company reserves the right to move the Choice Supplier to the Company's Asset Mitigation Option.

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RATE 345
RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 6 of 9

DAILY IMBALANCE CASH-OUT PROVISIONS (continued)

Daily Imbalances During Critical Periods

For Over-Deliveries (the Choice Supplier delivered volume is greater than the Company's requested volume) the Company will purchase gas from the Choice Supplier at the rates below:

Imbalance Level	Company Pays Choice Supplier
+ 0% to .99%	100% of the lesser of Daily Index or First of Month Index
+ 1% to 4.99%	90% of the lesser of Daily Index or First of Month Index
+ 5% to 10%	80% of the lesser of Daily Index or First of Month Index
Over + 10%	60% of the lesser of Daily Index or First of Month Index

For Under-Deliveries (the Choice Supplier's delivered volume is less than the Company's requested volume) the Choice Supplier will purchase gas from the Company at the rates below:

Imbalance Level	Choice Supplier Pays Company
- 0% to .99%	100% of the greater of Daily Index or First of Month Index
- 1% to 4.99%	110% of the greater of Daily Index or First of Month Index
- 5% to 10%	120% of the greater of Daily Index or First of Month Index
Under - 10%	140% of the greater of Daily Index or First of Month Index

In addition to the above charges, Choice Supplier will pay the greater of \$6.00 per Therm or the applicable pipeline penalty charges.

Should the Choice Supplier be in an imbalance during a Critical Period which is opposite the Company's imbalance during the Critical Period, the Choice Supplier shall be assessed as follows:

- 1) The lesser of Daily Index or First of Month Index for all Over-Deliveries; or
- 2) The greater of Daily Index or First of Month Index for all Under-Deliveries.

If, at the request of the Company, the Choice Supplier assumes an imbalance beneficial to the Company, the Under- or Over-Deliveries shall be assessed at 100% of the Daily Index price.

The Daily Index price and the First of Month Index price shall be as defined above under Daily Imbalances during Non-Critical Periods.

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RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 7 of 9

Extraordinary Imbalances and Recurring Unauthorized Use of System Gas Under the SCDS Rider

1) **Correction for Extraordinary Circumstances**

In the event that system supply gas is not available to satisfy under-delivery imbalances, the Company shall use its reasonable efforts to acquire replacement quantity of gas with gas from other sources. Under these circumstances, Choice Supplier shall be responsible for all costs incurred by the Company to obtain gas supply including, but not limited to, upstream and on-system capacity costs, supply costs plus an additional charge of \$6.00 per Therm for all short-fall quantity of gas.

2) **Recurring Over-Deliveries**

If Choice Supplier delivers excess quantity of gas for more than ten (10) days during any month, Choice Supplier shall provide documentation to the Company that it has contracted for a storage service for a minimum of two months. The Company shall determine, in its reasonable discretion, whether the contracted storage service is adequate to balance Choice Supplier's deliveries.

If Choice Supplier delivers excess quantity of gas for more than ten (10) days during any month, more than once within a twelve (12) month period, Choice Supplier shall be assigned Optional Storage Service, or an equivalent service (as determined by the Company) in the event Optional Storage Service is fully subscribed, based on the highest over-delivery on the days when the over-deliveries occurred. Choice Supplier shall be obligated to pay for Optional Storage Service as defined in the Optional Storage Service Rider.

3) **Recurring Under-Deliveries**

If Choice Supplier fails to deliver sufficient quantities of gas on more than three (3) days during any month, Choice Supplier shall provide documentation to the Company that it has contracted for satisfactory firm no-notice supply service for the next five (5) months. The Company shall determine, in its reasonable discretion, whether the contracted no-notice service is adequate to balance Choice Supplier's deliveries.

In the event Choice Supplier fails to deliver sufficient quantities of gas on more than three (3) days during any month, more than once within a twelve (12) month period, then Choice Supplier shall be assigned gas at a volume equal to the highest deficiency on the days when the delivery failures occurred priced at 140% of the greater of Daily Index or First of Month Index, and Choice Supplier shall be obligated to provide documentation of its contracted capacity and supply sufficient to serve the estimated load of its Qualifying Customers for the next twelve (12) calendar months.

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RATE 345
RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)

Sheet No. 8 of 9

MONTHLY RECONCILIATIONS UNDER SCDS RIDER

Company Nomination Option

The Company shall reconcile on a monthly basis the nominated quantity of gas plus or minus storage injections or withdrawals for each Choice Supplier with the usage of that Choice Supplier's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the Choice Supplier, in the event of a negative result, at a price based on (1) the average for the month of the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price for customers in Zone A, and (2) the average for the month of the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price for customers in Zones B or E. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

Formula Option

The Company shall reconcile on a monthly basis the nominated quantities plus or minus storage injections or withdrawals for each Choice Supplier with the usage of that Choice Supplier's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the Choice Supplier, in the event of a negative result, at a price based on (1) the average for the month of the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price for customers in Zone A, and (2) the average for the month of the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price for customers in Zones B or E. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

Choice Supplier Nomination Option

Each month, the Company shall allocate monthly usage to daily usages based on the profile of NIPSCO General Sales volumes. The Company shall then reconcile on a daily basis the nominated volumes plus or minus storage injections or withdrawals for each Choice Supplier with the allocated daily usage of that Choice Supplier's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the Choice Supplier, in the event of a negative result, at a price defined in the Daily Imbalance Cash-out Provisions above. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

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**RATE 345
RATE FOR GAS SERVICE
SUPPLIER AGGREGATION SERVICE (SAS)**

Sheet No. 9 of 9

Base Load Option

The Company shall reconcile on a monthly basis the nominated quantity of gas for each Choice Supplier with the usage of that Choice Supplier's customers. Any difference as a result of this reconciliation shall be purchased either by the Company, if a positive result, or by the Choice Supplier, in the event of a negative result, at a price based on for customers in Zone A, the average for the month of the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price and for customers in Zones B or E, the average for the month of the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price for the month being reconciled. The bills for the monthly reconciliation shall be due and payable seventeen (17) days after being submitted.

MONTHLY MINIMUM CHARGE

The monthly Minimum Charge under this Rate Schedule shall be the Administrative Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RATE 351
RATE FOR GAS SERVICE
FIXED GAS BILL (DEPENDABILL) SERVICE

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available to Customers under Rates 311, 315, 321 and 325 and who satisfy, and agree to accept, the conditions set out in the Definitions and Conditions provisions of this Rate Schedule. The fixed gas bill amount quoted to each Qualified Customer electing to take service under this Rate Schedule shall apply in lieu of the applicable rates and applicable rate adjustments under which the Customer otherwise takes service (e.g., Rate 311, 315, 321 or 325).

CHARACTER OF SERVICE

A Customer who elects to receive service under this Rate Schedule shall receive firm gas sales and delivery service. All telephonic communications will be taped, forwarded to the Commission when requested and retained by the Company or its third party contractor. All outbound telemarketing will be in compliance with the terms and conditions of the Company's policies and procedures. Election to receive optional service under this Rate Schedule shall be for a one (1) year term, subject to Customer rescission rights as contained in the Fixed Gas Bill Agreement. The agreement term can be automatically extended according to the program terms and conditions year-to-year with at least thirty (30) days' notice to affected Customers. Each annual automatic extension shall be deemed to be a new service term for purposes of this Rate Schedule and may reflect an updated fixed gas bill amount to reflect any change in usage and/or cost of gas. In the event service under this Rate Schedule is terminated, for any reason, as further described in the Definitions and Conditions provisions of this Rate Schedule, then Customers shall automatically return to the Rate Schedule under which they are eligible to receive gas sales service (e.g., Rate 311, 315, 321 or 325).

RATES AND CHARGES

The monthly Fixed Gas Bill Amount for gas sales service under this Rate Schedule shall be computed as follows:

Monthly Fixed Gas Bill Amount:

Each Qualified Customer accepting the terms of service under this Rate Schedule shall pay an individually-calculated fixed gas bill amount based upon that Customer's unique annual historic consumption of gas normalized for actual weather variances. The rates applied to each Customer's annual usage profile from the Customer's otherwise applicable Rate Schedule will be:

1. The Delivery Charge including applicable Customer Charge,
2. Purchased gas Demand Charge,
3. GCA Commodity variances for first year Fixed Bill Customers,
4. GCA Demand variances for all Fixed Bill Customers,
5. Rate adjustments from either Rate 311, 315, 321 or 325 whichever is otherwise applicable,

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RATE 351
RATE FOR GAS SERVICE
FIXED GAS BILL (DEPENDABILL) SERVICE

Sheet No. 2 of 3

RATES AND CHARGES (continued)

6. A charge for commodity gas cost that will be fixed by the Company prior to the time of the Customer's enrollment.
7. A Program Fee

This total amount, exclusive of GCA variances, when applicable, includes a Program Fee, no lower than 4%, and no greater than 10% established for each program year at the discretion of the Company prior to application of Indiana State Sales Tax. The total annual fixed gas bill calculation will then be divided by twelve (12) for billing purposes and will remain fixed for twelve (12) monthly Billing Periods.

EARLY TERMINATION PROVISIONS

In the event a Customer receiving service under this Rate Schedule terminates its Fixed Gas Bill Agreement for reasons described in Paragraph 4 of the Definitions and Conditions provisions of this Rate Schedule, prior to the end of the established agreement term, the Customer shall be billed as follows:

1. Customers who are removed from the program for any reason will be subject to a thirty-dollar (\$30.00) exit fee to cover administrative costs for early withdrawal.
2. In addition, Customers who leave or are terminated from their Fixed Gas Bill Agreement prior to the end of the service term will be subject to charges stated in the Customer's Fixed Gas Bill Agreement to offset the actual cost of settling dedicated gas supply agreements obtained on behalf of Fixed Gas Bill customers. The appropriate fixed charge will be multiplied times the number of months remaining in the agreement following termination.
3. A Customer who exits its Fixed Gas Bill Agreement before its end date, for any reason, will have its billing adjusted by an Early Termination Adjustment. The amount of the Early Termination Adjustment can be either a debit or credit, and is computed on a Customer-by-Customer basis. The amount is determined by subtracting the amount paid to date during the program year at the time of termination from the product of the Customer's actual metered usage of gas and the applicable rates under the Rates and Charges provisions of this Rate Schedule.
4. In no event will the total cost to terminate the Fixed Gas Bill Agreement exceed 40% of the annual fixed gas bill amount.

DEFINITIONS AND CONDITIONS

1. Fixed Gas Bill gas sales service is available:
 - a) To a Qualified Customer, as defined in Paragraph 2 herein, at its current Premise for the twelve Billing Periods following service initiation under this Rate Schedule, and
 - b) For all gas usage during the term of the Fixed Gas Bill Agreement subject to the conditions of Paragraph 4 herein.

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**RATE 351
RATE FOR GAS SERVICE
FIXED GAS BILL (DEPENDABILL) SERVICE**

Sheet No. 3 of 3

DEFINITIONS AND CONDITIONS (continued)

2. Qualified Customer is defined as a Customer that has monthly gas usage that is predictable and sensitive to weather variations according to the algorithms of the computer model applied to gas usage at its Premise, and qualifies under the other requirements under this Rate Schedule.
3. The Company retains the right to terminate the Fixed Gas Bill Service and return a Customer to its otherwise applicable Rate Schedule during or at the conclusion of the term of the Fixed Gas Bill Agreement because of a change in an applicable Indiana statute or Commission order, policy or regulation that adversely impacts this Rate Schedule. If service under this Rate Schedule is terminated by the Company at its discretion, a Customer's bills will be adjusted by the Early Termination Adjustment as described in Paragraph 3 of the Early Termination Provisions.
4. A Qualified Customer can be removed without financial recourse against the Company from the Fixed Gas Bill Service under this Rate Schedule for the following reasons:
 - a) Customer has significantly altered customary usage patterns as further defined in Paragraph 5 herein.
 - b) A change in any statute, regulation or a decision or order of a court, agency or other jurisdictional entity that prevents the completion of the twelve- (12-) month Billing Period.
 - c) Customer is no longer receiving service from the Company at the original Premise, either because Customer has moved from the original Premise or has discontinued gas service at the original Premise.
 - d) Service is discontinued to the Customer for non-payment.
5. Customers taking service under this Rate Schedule agree to act in good faith to maintain gas usage at historic levels and failure to do so shall be an act of default under the terms of this Rate Schedule. Examples of action taken by Customers that could change historic gas usage include, but are not limited to, increase in furnace and/or water heater settings, increases in Customer living space or addition of new gas appliances. If a Customer's cumulative consumption increases by more than 15% at any time during the term of the Fixed Gas Bill Agreement from its historic profile for any reason other than the impact of weather, the Company has the right, but is not obligated, to remove the Customer from the Fixed Gas Bill Service without financial recourse against the Company.
6. In all cases, Customers will be removed only after notification and will be given an opportunity to remedy the default.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RATE 352
RATE FOR GAS SERVICE
RENEWABLE GAS BALANCING SERVICE

Sheet No. 1 of 5

TO WHOM AVAILABLE

Available to a Producer of Renewable Gas that (a) are connected to the Company's gas system, and (b) certify in writing and demonstrate that its gas production will average at least 100 Dth, but no more than an average of 5,000 Dth, per day on a calendar year basis, unless otherwise agreed to by Company.

An eligible Producer electing service under this Rate Schedule shall enter into a mutually agreeable written agreement for the balancing of the Producer's quantities of Renewable Gas delivered to Company's gas system for use by one of the following:

- Customer taking service under Rate 328 (Large Transportation and Balancing Service);
- Customer taking service under Rate 338 (General Transportation and Balancing Service);
- Imbalance netting pool operator; or
- Choice Supplier taking service under Rate 345 (Supplier Aggregation Service).

The Customer shall be solely responsible for compliance with applicable federal laws and regulations.

CHARACTER OF SERVICE

Service under this Rate Schedule shall be for balancing service. The delivery point shall be the mutually agreed upon point of interconnection of the Producer's facilities to NIPSCO's transmission or distribution system.

Renewable Gas delivered to the Company under this Rate Schedule shall be deliverable to and included in the daily nominations for any one of the following:

- Customer taking service under Rate 328 (Large Transportation and Balancing Service);
- Customer taking service under Rate 338 (General Transportation and Balancing Service);
- Imbalance netting pool operator; or
- Choice Supplier taking service under Rate 345 (Supplier Aggregation Service).

The Producer shall deliver and the Customer taking service under Rate 328 or Rate 338, imbalance netting pool operator, or Choice Supplier shall receive within the same transportation zone.

During a Critical Period, the Company will have the right to restrict the availability of deliveries and receipts made under this Rate Schedule.

Service under this Rate Schedule is available on a best efforts basis, and the quantity of Renewable Gas the Company will accept from the Producer each day may be limited, and is dependent on (a) the Company's ability to physically accept deliveries at the delivery point each day; and (b) the Renewable Gas meeting all applicable Company Gas Standards.

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**RATE 352
RATE FOR GAS SERVICE
RENEWABLE GAS BALANCING SERVICE**

Sheet No. 2 of 5

BALANCING AND SCHEDULING

Balancing and scheduling of Renewable Gas delivered by the Producer shall be in accordance with one of the following options chosen by the Producer in conjunction with its written agreement with the Company. The Producer may alter its election of Option A or Option B to be effective on July 1 of each year upon written notification to the Company on or before June 1 of each year. If the Producer fails to provide written notice of a change in election by June 1 of any year, then the balancing option elected for the prior period shall remain in effect for the next 12 months.

OPTION A - NOMINATED GAS DELIVERY

Each delivery point will be balanced separately for each Producer.

Producer shall provide daily nomination by 11:30 a.m. C.C.T. the day prior to the start of the Gas Day.

The daily imbalance is the difference between the nominated production volume and the actual produced volume as measured at the delivery point. If the actual produced volume exceeds the nominated production volume, an over-production occurs. If the actual produced volume is less than the nominated production volume, an under-production occurs.

Provisions for Cash-Out of Daily Imbalances:

The Producer shall use its best efforts to balance within plus or minus five percent (5%) (except during a Critical Period) on a daily basis its confirmed nominations of gas at the Producer's delivery point with its production at the same delivery point. Volume imbalances shall be subject to the daily charges provided herein.

Daily Imbalances During Non-Critical Periods

For Under-Production Imbalances (the Producer's nominated volume is greater than its metered volume) the Producer will reimburse the Company at the rates below:

Imbalance Level	Producer Reimburses Company
-0% to -4.99%	100% of the greater of Daily Index or First of Month Index
-5% to -9.99%	110% of the greater of Daily Index or First of Month Index
-10% to -20%	120% of the greater of Daily Index or First of Month Index
Under -20%	140% of the greater of Daily Index or First of Month Index

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RATE 352
RATE FOR GAS SERVICE
RENEWABLE GAS BALANCING SERVICE

Sheet No. 3 of 5

OPTION A - NOMINATED GAS DELIVERY (continued)

For Over-Production Imbalances (the Producer’s nominated volume is less than its metered volume) the Company will reimburse the Producer at the rates below:

Imbalance Level	Company Reimburses Producer
+ 0% to 4.99%	100% of the lesser of Daily Index or First of Month Index
+ 5% to 9.99%	90% of the lesser of Daily Index or First of Month Index
+10% to 20%	80% of the lesser of Daily Index or First of Month Index
Over + 20%	60% of the lesser of Daily Index or First of Month Index

The Daily Index price shall be the prices posted under the table City Gate, Pooling Point Prices as published in Gas Daily. Zone A will be the daily price posted in Gas Daily / Daily Chicago City-gate Midpoint Price. Zones B and E will be the daily price posted in Gas Daily / Daily Mich Con City-gate Midpoint Price. In the event this posting is unavailable, the Company will establish a new Daily Index price. The First of Month Index price shall be the “Prices of Spot Gas Delivered to Pipeline” for the first day of each month appearing under the table “Upper Midwest” as published in the INSIDE FERC Gas Market Report. Zone A will be priced using the Chicago City-gate index. Zones B and E will be priced using the Mich Con City-gate index.

Daily Imbalances During a Critical Period

For Under-Production Imbalances (the Producer’s nominated volume is greater than its metered volume) the Producer will reimburse the Company at the rates below:

Imbalance Level	Producer Reimburses Company
-0% to -0.99%	100% of the greater of Daily Index or First of Month Index
-1% to -4.99%	110% of the greater of Daily Index or First of Month Index
-5% to -10%	120% of the greater of Daily Index or First of Month Index
Under -10%	140% of the greater of Daily Index or First of Month Index

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**RATE 352
RATE FOR GAS SERVICE
RENEWABLE GAS BALANCING SERVICE**

Sheet No. 4 of 5

OPTION A - NOMINATED GAS DELIVERY (continued)

For Over-Production Imbalances (the Producer's nominated volume is less than its metered volume) the Company will reimburse the Producer at the rates below:

Imbalance Level	Company Reimburses Producer
+ 0% to 0.99%	100% of the lesser of Daily Index or First of Month Index
+ 1% to 4.99%	90% of the lesser of Daily Index or First of Month Index
+ 5% to 10%	80% of the lesser of Daily Index or First of Month Index
Over + 10%	60% of the lesser of Daily Index or First of Month Index

In addition to the above charges, Producer will pay the greater of the applicable rates under Rider 331 – Critical Undertake Day or Critical Overtake Day Penalty Rider or the allocated pipeline penalty charges.

The Company shall use reasonable efforts to notify Producers when a Critical Period is in effect on its system, as defined under the Notification Period.

Should the Producer be in an imbalance during a Critical Period which is opposite the Company's imbalance during the Critical Period, the Producer shall be assessed as follows:

- (1) The greater of Daily Index or First of Month Index for all Under Delivery Imbalances; or
- (2) The greater of Daily Index or First of Month Index for all Over Delivery Imbalances.

The Daily Index price and the First of Month Index price shall be as defined above under Daily Imbalances during Non-Critical Periods.

OPTION B – BEST EFFORTS NO NOTICE BALANCING

The Company will on a best efforts basis take available deliveries into its system.

The contracted delivery party receiving this supply must accept the actual volumes produced as measured at the delivery point by the Producer and metered by the Company. This daily produced quantity shall be considered a daily city gate supply and included with the contracted transportation customer, imbalance netting pool operator or Choice Supplier under Supplier Aggregation Service total daily nominated supply for balancing under the balancing provisions as defined in the applicable tariff. If such an agreement has not been reached with the contracted delivery party, the Producer will not qualify for Option B service.

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**RATE 352
RATE FOR GAS SERVICE
RENEWABLE GAS BALANCING SERVICE**

Sheet No. 5 of 5

OPTION B – BEST EFFORTS NO NOTICE BALANCING (continued)

Any Producer choosing Option B will be required to notify Company, in the written agreement, which transportation customer, imbalance netting pool operator or Choice Supplier under Supplier Aggregation Service will be receiving the actual volumes delivered by the Producer and metered by the Company.

RATE

Producer Charge – Option A and Option B

\$344.76 per month

Administrative Charge for Balancing Services – Option A Only

\$1,566.20 per month

METERING AND MONITORING REQUIREMENTS

Producer shall have a daily meter recording device which will be installed by the Company at the Producer's expense. The Company may, on a non-discriminatory basis, require Producer to furnish access to a phone line.

AGREEMENT

Any Producer requesting service under this Rate Schedule shall enter into a written agreement with the Company for an initial period of one (1) year, and such agreement shall continue from month to month thereafter unless cancelled by either party giving to the other party sixty (60) days' prior written notice of the termination of such agreement at the end of the initial period or any monthly period thereafter.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RIDER 331
CRITICAL UNDERTAKE DAY OR CRITICAL OVERTAKE DAY PENALTY RIDER

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available to Customers or Pool Operators who have signed an agreement for service under Rates 328, 330, 338 or an applicable Imbalance Netting Agreement.

TERMS AND CONDITIONS OF SERVICE

The Company in its sole discretion may either declare a Critical Undertake Day or Critical Overtake Day when certain conditions exist as defined in the System Operating Conditions provisions of this Rider. When either of the declarations are made, a penalty charge will be assessed to the Customer or Pool Operator for any imbalance in the same direction as the declaration.

During a Critical Undertake Day, when a Customer's or Pool Operator's nomination is greater than metered their usage creating a negative imbalance, the portion of the negative imbalance above the firm daily injection limit of two percent (2%) of their balancing account will be assessed a Critical Undertake penalty charge in accordance with the terms defined in the Rate provisions of this Rider. In the event the Customer or Pool Operator has not signed an agreement for balance capacity, or an applicable Imbalance Netting Agreement, the Critical Undertake penalty charge will be assessed on the entire imbalance.

During a Critical Overtake Day, when a Customer's or Pool Operator's nomination is less than their metered usage creating a positive imbalance, the portion of the positive imbalance above the firm daily withdrawal limit of two percent (2%) of their balancing account will be assessed a Critical Overtake penalty charge in accordance with the terms defined in the Rate provisions of this Rider. In the event the Customer or Pool Operator has not signed an agreement for balance capacity, or an applicable Imbalance Netting Agreement, the Critical Overtake penalty charge will be assessed on the entire imbalance.

Penalty charges assessed will be credited to customers under Rider 370 – Gas Cost Adjustment (GCA) Rider.

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**RIDER 331
 CRITICAL UNDERTAKE DAY OR CRITICAL OVERTAKE DAY PENALTY RIDER**

Sheet No. 2 of 3

RATE

The rates for this Rider are as follows:

Critical Undertake Day (Nomination > Metered Usage) Per Therm			
Percent of Imbalance	Penalty Charge A-Northwest Zone	Penalty Charge B-Southeast Zone	Penalty Charge E-East Zone
2%–20%	Greater of two (2) times Gas Daily / Daily Chicago City-gates Midpoint or \$2.00	Greater of two (2) times Gas Daily / Daily Mich Con City-gates Midpoint or \$2.00	Greater of two (2) times Gas Daily / Daily Mich Con City-gates Midpoint or \$2.00
Over 20%	Greater of three (3) times Gas Daily / Daily Chicago City-gates Midpoint or \$3.00	Greater of three (3) times Gas Daily / Daily Mich Con City-gates Midpoint or \$3.00	Greater of three (3) times Gas Daily / Daily Mich Con City-gates Midpoint or \$3.00
Critical Overtake Day (Nomination < Metered Usage) Per Therm			
Percent of Imbalance	Penalty Charge A-Northwest Zone	Penalty Charge B-Southeast Zone	Penalty Charge E-East Zone
2%–20%	Greater of two (2) times Gas Daily / Daily Chicago City-gates Midpoint or \$2.00	Greater of two (2) times Gas Daily / Daily Mich Con City-gates Midpoint or \$2.00	Greater of two (2) times Gas Daily / Daily Mich Con City-gates Midpoint or \$2.00
Over 20%	Greater or three (3) times Gas Daily / Daily Chicago City-gates Midpoint or \$3.00	Greater of three (3) times Gas Daily / Daily Mich Con City-gates Midpoint or \$3.00	Greater of three (3) times Gas Daily / Daily Mich Con City-gates Midpoint or \$3.00

SYSTEM OPERATING CONDITIONS

A "Critical Overtake Day" may be declared by the Company whenever any of the following conditions occur or is anticipated to occur:

- (1) Any area(s) of the Company's system is operating or is expected to be operated at or near design capacity which may jeopardize the operational integrity of all or a portion of the Company's system;
- (2) Failure or operational constraint of the Company's transmission, distribution, or gas storage facilities;
- (3) System pressure, affected by pipelines' delivery pressures or other unusual conditions, jeopardizes the operation integrity of all or a portion of the Company's system;
- (4) The Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability;
- (5) The Company's pipeline transporters, suppliers or other utilities issue or declare an Operational Flow Order or the equivalent of a Critical Overtake Day.

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**RIDER 331
CRITICAL UNDERTAKE DAY OR CRITICAL OVERTAKE DAY PENALTY RIDER**

Sheet No. 3 of 3

SYSTEM OPERATING CONDITIONS (Continued)

A “Critical Undertake Day” may be declared by the Company whenever any of the following conditions occur or is anticipated to occur:

- (1) Any area(s) of the Company’s system is operating or is expected to be operating at or near minimum demands;
- (2) The Company’s storage and balancing resources are being used at or near their maximum injection capability;
- (3) The Company’s pipeline transporters, suppliers or other utilities issue or declare an Operational Flow Order or the equivalent of a Critical Undertake Day.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RIDER 342A
OPTIONAL STORAGE SERVICE RIDER

Sheet No. 1 of 4

TO WHOM AVAILABLE

Available to all Customers receiving Transportation Service and, at the sole discretion of the Company, to Choice Suppliers utilizing Supplier Aggregation Service under Rate 345, who shall enter into a written Service Agreement for storage service from the Company (Qualifying Customer).

Gas service under this Rider shall only be available at the sole discretion of the Company and is cancelable by the Company on April 1 of any year.

The maximum annual storage capacity available under this Rider shall be 40,000,000 Therms.

CHARACTER OF SERVICE

Service to a Qualifying Customer under this Rider shall be available up to a Maximum Daily Injection (MDI) quantity and a Maximum Daily Withdrawal (MDW) quantity as defined below subject to the limitations of this Rider. Company, at its sole discretion, may interrupt service whenever necessary to maintain the integrity of its system.

Qualifying Customer will deliver gas for storage service to the Company or withdraw gas from storage service on a prearranged mutually agreed to scheduled basis. Said schedule may be adjusted before the start of any Gas Day. Any gas delivered to the Company for storage service is subject to the applicable Company transportation charge at the time of delivery to an end-use customer's plant. The Company shall notify the Qualifying Customer of its intention to make any material change in the rate of deliveries to or receipt of gas from the Company or to discontinue or resume delivery of gas hereunder as far as practicable in advance of and in any event not less than 30 minutes before any such change in rate of deliveries to or receipt of gas or discontinuation or resumption of deliveries and, subject to the giving of such notice, shall have the right at any time and from time to time to make such changes in rate of deliveries or receipts or to begin delivery and receipt to discontinue or resume deliveries and receipts. Qualifying Customer agrees, by taking service under this Rider that it can and will promptly curtail or cease the take and delivery of gas hereunder within the above notice period.

DELIVERY OF GAS TO AND BY THE COMPANY

The ultimate quantity of gas to be delivered by the Company to a Qualifying Customer from storage service shall be subject to an unaccounted for gas adjustment in accordance with the applicable Rate Schedule for Transportation Service.

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**RIDER 342A
OPTIONAL STORAGE SERVICE RIDER**

Sheet No. 2 of 4

DELIVERY OF GAS TO AND BY THE COMPANY (continued)

The Company is making available a Maximum Daily Injection (MDI) quantity of 400,000 Therms per day for all Qualifying Customers in total under this Rider. The MDI will be allocated among the Qualifying Customers with signed Service Agreements for service on May 1 of each year. The initial annual allocation will be predicated upon the Qualifying Customers' immediately preceding calendar year throughput consumption. Between May and October of each year, Company, at its sole discretion, will make available to Qualifying Customers and third party suppliers any unreserved storage capacity remaining under this Rider subject to the Rate provisions of this Rider.

Injections are permitted by pre-scheduling said injections any day in the period beginning June 1 and ending October 31, within the following tolerances: (1) during the months of June and July, Qualifying Customer may inject, on any day, an amount up to 100% of their MDI quantity; (2) during the month of August, Qualifying Customer may inject, on any day, an amount up to 150% of their MDI; and (3) during the months of September and October, Qualifying Customers may inject, on any day, an amount up to 200% of their MDI. A Qualifying Customer's full capacity equals the Qualifying Customer's allocated MDI times 100. Additionally, the Company will allow the Qualifying Customers to inject pre-scheduled quantities of gas up to their daily MDI quantity during the months of November through March. Said injections during any month during the months of November through March will be limited to six times each Qualifying Customer's MDI quantity. Qualifying Customer may request, and the Company, in its sole discretion, may accept pre-scheduled injection quantities greater than six times the MDI during the months of November through March.

A Maximum Daily Withdrawal (MDW) quantity of 2,000,000 Therms per day for all Qualifying Customers in total under this Rider will be allocated in the same manner as the MDI. Withdrawals are permitted by pre-scheduling said withdrawal any day in the period beginning November 1 and ending March 31. Additionally, pre-scheduled withdrawals will be allowed during the period of June 1 to October 31 with the following restrictions: (1) during the month of June, Qualifying Customers may withdraw, on any day, an amount of their storage gas up to 50% of their MDI quantity; (2) during the months of July through October, Qualifying Customers may withdraw, on any day, an amount of their storage gas up to 100% of their MDI quantity; and (3) in any month during the months of June through October the maximum monthly withdrawal quantity will be limited to six times the Qualifying Customer's MDI quantity. Qualifying Customer may request, and the Company, in its sole discretion, may grant pre-scheduled withdrawal quantities greater than six times the MDI during the months of June through October. If all of a Qualifying Customer's gas is not withdrawn by April 1 of any year, the Qualifying Customer shall again pay the Injection Charge applicable as determined for the following year on any such remaining balance and such balance shall be considered as a portion of the Qualifying Customer's allocated MDI.

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**RIDER 342A
OPTIONAL STORAGE SERVICE RIDER**

Sheet No. 3 of 4

DELIVERY OF GAS TO AND BY THE COMPANY (continued)

In the event that Qualifying Customers and third party suppliers have not reserved the maximum annual storage quantity of 40,000,000 Therms available under this Rider by October 31, the Company, in its sole discretion, may sign an agreement with Qualifying Customers and third party suppliers to sell gas in storage and unreserved capacity, in November, up to the maximum annual storage capacity. Rates for gas supply and storage capacity under this Rider are set forth in the Rate provisions of this Rider.

RATE

Customer Charge

\$25.00 per month for ten (10) months beginning June and ending March each year.

Reservation Charge

The Reservation Charge will be a negotiated charge per Therm allocated by MDI Therms per month for ten (10) months beginning June and ending March of each year, such charge to be set forth in each Qualifying Customer's Service Agreement.

Injection Charge

The Injection Charge will be a negotiated charge per Therm for all gas delivered to the Company for storage service, such charge to be set forth in each Qualifying Customer's Service Agreement.

Withdrawal Charge

The Withdrawal Charge will be a negotiated charge per Therm for all gas withdrawn from the Company's storage service during periods of normal operation of the Company's distribution system, such charge to be set forth in each Qualifying Customer's Service Agreement.

In the event the Company determines it is necessary to obtain and supply gas from sources other than the Company's underground storage facilities, the Company may elect to increase the Withdrawal Charges.

In the event of such an increase, the Qualifying Customer shall be notified and will have the option to discontinue withdrawal during this period.

The above rates per Therm for the Reservation Charge, Injection Charge, and Withdrawal Charges shall be negotiated annually prior to April 1 between Company and Qualifying Customer or third party supplier within the parameters set forth above. Negotiated rates shall remain in effect for the entire contract year.

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**RIDER 342A
OPTIONAL STORAGE SERVICE RIDER**

Sheet No. 4 of 4

RATE (Continued)

Qualifying Customers and/or third party suppliers signing an agreement for storage capacity under this Rider during May through October shall be charged all monthly Customer and Reservation Charges retroactive to June 1 associated with the contracted capacity in addition to charges incurred through use of Optional Storage Service as identified above.

Qualifying Customers and/or third party suppliers signing an agreement for storage capacity and for the purchase of gas in storage during November shall be charged all monthly Customer, Reservation, and Injection Charges retroactive to June 1 associated with the contracted capacity in addition to charges incurred through use of Optional Storage Service as identified above. The gas purchase price shall be a market-based price mutually agreeable to both parties but in no case less than the Company's weighted average cost of gas.

RATE ADJUSTMENT

This Rate is not subject to any adjustments.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RIDER 347
GAS PARKING SERVICE (GPS) RIDER

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available to all Customers receiving service under Rates 328 or 338, and Choice Suppliers, who shall execute a Service Agreement with the Company for service under this Rider (Qualifying Customers).

CHARACTER OF SERVICE

Service under this Rider shall be available, on a transaction by transaction basis at the sole discretion of the Company, to any Qualifying Customer, who from time to time, may require a service to temporarily store (“Park”) certain quantities of gas for a designated period of time and then have the gas delivered back to the Qualifying Customer. Service under this Rider shall be limited to a period of not more than five (5) consecutive days and not more than ten (10) days in total in any month unless otherwise agreed to by the Company.

Service under this Rider shall be offered at the interconnections of the Company’s transmission system and Natural Gas Pipeline of America (NGPL), American Natural Resources (ANR), Trunkline Gas Company (Trunkline), Crossroads Pipeline Company (Crossroads), Panhandle Eastern Pipeline Company (PEPL), Northern Border Pipeline, and Vector Pipeline in the supply areas serviced by NGPL, ANR, Trunkline, PEPL, or as an interchange service. An interchange service shall occur when deliveries at the Company’s City Gate are redelivered in the supply area and supply area supplies are redelivered at the City Gate.

Company shall provide this service to Qualifying Customers on a transaction by transaction basis subject to mutually agreeable terms and conditions. Each transaction hereunder will be individually negotiated by the Qualifying Customer and the Company and set forth in the request to initiate service.

Service under this Rider shall be nominated on a daily basis, as provided in the applicable Parking Service Agreement hereunder, and is subject to interruption by the Company, in its sole discretion, as it deems necessary to meet its contractual and operational obligations.

AGREEMENT

As a condition for receiving service under this Rider, Qualifying Customer shall be required to execute an agreement prior to initiating requests for transactions and the commencement of service under this Rider.

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RIDER 347
GAS PARKING SERVICE (GPS) RIDER

Sheet No. 2 of 3

REQUEST TO INITIATE A TRANSACTION

For each transaction under the Parking Service Agreement, Qualifying Customer shall submit a request to initiate a transaction with the Company. Such request will include information required to determine whether the Company's available service can accommodate Qualifying Customer's transaction requirements. This information may include, but is not limited to:

- a. the total and daily volume of gas in need of Parking Service;
- b. the number of days the Qualifying Customer requires the Parking Service;
- c. the location where the Qualifying Customer desires to deliver the gas;
- d. the location where the Qualifying Customer desires to receive the gas and the number of days over which the gas will be received; and
- e. any other information the Company deems necessary in order to determine the availability of the service.

Based on the information provided by the Qualifying Customer in the request to initiate a transaction under this Rider, the Company will, in its sole discretion, determine whether it can provide the requested transaction consistent with its other contractual commitments and its overall operational requirements. Once the request is executed by the Company, its terms and conditions will be incorporated by reference into the Parking Service Agreement, and service will commence under this Rider.

Requests for transactions shall be considered on a first-come, first-served basis. In the event that requests for transactions under this Rider are received simultaneously and exceed available capacity, the requests yielding the greatest economic benefit to the Company, as determined by the Company, shall be granted first. As used in this paragraph "economic benefit" shall be determined, on a net Present Value basis, based upon: 1) the proposed agreement rate to be paid for service under this Rider, 2) the proposed term of the Parking Service Agreement and, 3) the proposed Maximum Daily Quantity (MDQ) for service under this Rider. In the event the net Present Value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable Curtailment priority of service under this Rider.

Company shall notify Qualifying Customer whether it can provide the requested Parking Service transaction.

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**RIDER 347
GAS PARKING SERVICE (GPS) RIDER**

Sheet No. 3 of 3

RATE

Upon electing this Rider, and a determination by the Company that service to the Qualifying Customer under this Rider is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Parking Service Agreement:

Service Charge

\$250.00 per transaction. The Service Charge shall be the minimum amount charged per transaction. The Service Charge shall offset the first \$250.00 of Commodity Charges incurred per transaction under this Rider.

Commodity Charge

The Commodity Charge will be comprised of a Parking Fee as well as applicable interchange charges, fuel, and surcharges. The Commodity Charge shall be mutually agreed upon by the parties at the time of the transaction. The Commodity Charge shall be multiplied by the quantity of gas specified in the Parking Service Agreement multiplied by the number of days the gas volume is parked.

IMBALANCE PENALTIES

Unless an extension of Parking Service is requested by the Qualifying Customer at least twenty-four (24) hours prior to the end of the term of the Parking Service Agreement and is otherwise agreed to by the Company, in its sole discretion, and the Qualifying Customer fails, for any reason, to receive or cause the receipt of parked gas at the end of the agreed upon service period, all “unclaimed” parked volumes will be purchased by the Company at a price equal to 50% of the applicable index price as defined in the Parking Service Agreement.

MONTHLY MINIMUM CHARGE

The monthly Minimum Charge under this Rider shall be the Service Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RIDER 348
GAS LENDING SERVICE (GLS) RIDER

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available to all Customers receiving service under Rates 328 or 338, and Choice Suppliers, who shall execute a Service Agreement with the Company for service under this Rider (Qualifying Customers).

CHARACTER OF SERVICE

Service under this Rider shall be available, at the sole discretion of the Company, to any Qualifying Customer, who from time to time, desires to borrow certain quantity of gas for a designated period of time, and then repay the borrowed quantity of gas to the Company. Service under this Rider will not be provided for more than thirty (30) consecutive days, unless otherwise agreed to by the Company.

Company shall provide this service to Qualifying Customers on a transaction by transaction basis subject to mutually agreeable terms and conditions. Each transaction hereunder will be individually negotiated by the Qualifying Customer and the Company and set forth in the request to initiate service.

Service under this Rider shall be nominated on a daily basis, as provided in the applicable Lending Service Agreement under this Rider, and is subject to interruption by the Company, in its sole discretion, as it deems necessary to meet its contractual and operational obligations.

AGREEMENT

As a condition for receiving service under this Rider, Qualifying Customer shall be required to execute an agreement prior to initiating requests for transactions and the commencement of service under this Rider.

REQUEST TO INITIATE A TRANSACTION

For each transaction under the Lending Service Agreement, Qualifying Customer shall submit a request to initiate a transaction with the Company. Such request will include information required to determine whether Company's available service can accommodate Qualifying Customer's transaction requirements. This information may include, but is not limited to:

- a. The total and daily volume of gas Qualifying Customer desires to borrow;
- b. The date Qualifying Customer requests to commence borrowing gas and the dates Qualifying Customer will repay the volume of borrowed gas;
- c. The daily rate at which Qualifying Customer will repay the total borrowed volume of gas;

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**RIDER 348
GAS LENDING SERVICE (GLS) RIDER**

Sheet No. 2 of 3

REQUEST TO INITIATE A TRANSACTION (continued)

- d. The location where the Qualifying Customer desires the borrowed gas to be delivered:
 - 1. Company's City Gate, or
 - 2. Into the supply basins served by one of the seven (7) interstate pipelines physically connected to Company's transmission system.

- e. The location Qualifying Customer desires to repay the borrowed gas volumes:
 - 1. Company's City Gate, or
 - 2. Into the supply basins served by one of the seven (7) interstate pipelines physically connected to Company's transmission system.

Based on the information provided by the Qualifying Customer in the request to initiate a transaction under this Rider, the Company will, in its sole discretion, determine whether it can provide the requested transaction consistent with its other contractual commitments and its overall operational requirements. Once the request is executed by the Company, its terms and conditions will be incorporated in the Lending Service Agreement, and service will commence under this Rider.

Requests for transactions shall be considered on a first-come, first-served basis. In the event that requests for transactions under this Rider are received simultaneously and exceed available capacity, the requests yielding the greatest economic benefit to the Company as determined by the Company, shall be granted first. As used in this paragraph, "economic benefit" shall be determined, on a net Present Value basis, based upon: (1) the proposed agreement rate to be paid for service under this Rider, (2) the proposed term of the Lending Service Agreement, and (3) the proposed Maximum Daily Quantity (MDQ) for service under this Rider. In the event the net Present Value is equal among requests, then available capacity will be allocated on a pro rata basis among requesting Qualifying Customers. Allocation of capacity pursuant to this section shall not change the otherwise applicable Curtailment priority of service under this Rider.

Company shall notify Qualifying Customer whether it can provide the requested Lending Service.

RATE

Upon electing service under this Rider, and a determination by the Company that service to the Qualifying Customer under this Rider is available, Qualifying Customer will be billed and obligated to pay the following charges for service, such charges to be stated in the Qualifying Customer's Lending Service Agreement:

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RIDER 348
GAS LENDING SERVICE (GLS) RIDER

Sheet No. 3 of 3

RATE (continued)

Service Charge

\$250.00 per transaction. The Service Charge shall be the minimum amount charged per transaction. The Service Charge shall offset the first \$250.00 of Commodity Charges incurred per transaction under this Rider.

Commodity Charge

The Commodity Charge will be comprised of a Lending Fee as well as applicable interchange charges, fuel, and surcharges. The Commodity Charge shall be mutually agreed upon by the parties at the time of the transaction. The Commodity Charge shall be multiplied by the quantity of gas specified in the Lending Service Agreement multiplied by the number of days the gas volume is loaned.

IMBALANCE PENALTIES

In the event that Customer does not repay loaned gas quantity of gas pursuant to the time table agreed to in the executed Lending Service Agreement, such "unpaid" quantity of gas shall be treated as unauthorized use of gas subject to a charge of \$6.00 per Therm per month multiplied by the quantity of gas that remains unpaid.

MONTHLY MINIMUM CHARGE

The monthly Minimum Charge under this Rider shall be the Service Charge.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RIDER 350
NOMINATION EXCHANGE SERVICE FOR SUPPLIERS AND MARKETERS RIDER

Sheet No. 1 of 1

TO WHOM AVAILABLE

Available to marketers and/or suppliers of gas who enter in a nomination exchange transaction with any Customer receiving Transportation Service under Rates 328, 330 and 338.

CHARACTER OF SERVICE

In order to provide suppliers and marketers with more flexibility in the supply management of end-use customers, the Company will allow suppliers and marketers to exchange gas between each other or their authorized agents at the City Gate and thus adjust their scheduled transportation receipts and deliveries on the Company's system up to two (2) hours prior to the end of each Gas Day.

Each marketer and/or supplier (the Buyer and the Seller) will be charged fifty dollars (\$50.00) for each day in which they make trades. Trading between Customers is limited to Customers in the same transportation zone and must result in no change in confirmed scheduled nominations at the City Gate between the Company and delivering pipelines. The Company will accept prearranged buy/sell transactions between parties provided both parties or their authorized agents provide the Company binding acknowledgment of such trade by the trading deadline. The Company will not take title to any Customer-owned gas, which is exchanged under this Rider, and all transactions will occur at the City Gate. The Company must receive binding confirmation from all marketers and suppliers involved in an exchange transaction prior to the exchange deadline.

AGREEMENT

Any marketer and/or supplier requesting service under this Rider shall enter into a written agreement with the Company for such period as shall be mutually agreeable to the parties.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RIDER 370
GAS COST ADJUSTMENT (GCA) RIDER

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

DESCRIPTION

This Rider shall provide for the recovery of the following costs, as approved by the Commission:

1. Demand, commodity, and other costs or credits of gas supply purchased from pipelines and other suppliers.
2. Demand, commodity, and other costs or credits of pipeline transportation service.
3. Demand, commodity, and other costs or credits of leased gas storage and related transportation service.
4. The net cost of gas injected into and withdrawn from storage.
5. Applicable taxes.
6. All credits associated with revenue sharing from the Alternative Regulatory Plan Products.
7. All other costs approved by the Commission for recovery through the Gas Cost Adjustment.

GCA FACTORS

The GCA Factors are set forth in Appendix B.

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**RIDER 372
GAS DEMAND SIDE MANAGEMENT (GDSM) RIDER**

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

DESCRIPTION

This Rider shall provide the funding for gas energy efficiency efforts and demand side management programs throughout the area served by the Company. These efforts include energy efficiency programs and customer education programs designed to benefit customers under the applicable Rate Schedules as approved by the Commission, including any variance related thereto.

GDSM FACTORS

The GDSM Factors are set forth in Appendix C.

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**RIDER 373
UNIVERSAL SERVICE PROGRAM (USP) RIDER**

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

DESCRIPTION

This Rider shall provide funding for an assistance program for Low-Income and Hardship Customers throughout the area served by the Company.

For purposes of this Rider, “Low-Income Customer” shall mean a customer who qualifies and is approved for federal Low Income Home Energy Assistance Program (“LIHEAP”) assistance as determined by the State of Indiana, and “Hardship Customer” shall mean (a) a customer who does not qualify for such assistance but who falls at or below 250% of the federal poverty guidelines as issued annually by the U.S. Department of Health and Human Services, or (b) a customer who qualifies for LIHEAP assistance, but is a veteran of the United States Armed Forces (“Veteran”) and/or at least age 60 as of the start of the heating season (“Senior Citizen”). Customers who qualify as a Hardship Customer as a Veteran or Senior Citizen will receive a one-time grant per LIHEAP heating season at a maximum level set each LIHEAP heating season, with the grant not to exceed the customer’s past due bill at the time the grant is made. This benefit does not preclude a Veteran or Senior Citizen participating in the Hardship program from receiving benefits through the LIHEAP or Low-Income Customer programs. Customers who qualify as Hardship Customers as a Veteran or Senior Citizen may also qualify for other Hardship program benefits. NIPSCO will not spend more than \$400,000 for one-time grants for Veterans and Senior Citizens during a LIHEAP heating season.

USP FACTORS

The USP Factors are set forth in Appendix D.

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RIDER 380
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

Sheet No. 1 of 4

TO WHOM AVAILABLE

This Rider shall be applicable to Rate Schedules 311, 315, 321, and 325 available to Customers that elect to have a qualified supplier other than the Company supply their gas requirements (Qualifying Customers).

CHARACTER OF SERVICE

A Qualifying Customer shall select a gas supplier from a list of qualified gas suppliers in which the qualified supplier must notify the Company of the customer's choice by submitting a customer account enrollment request via electronic data exchange. The qualified supplier shall purchase and provide all of the transportation services required to deliver the Qualifying Customer's gas from the qualified supplier's source to the Qualifying Customer's meter under the Terms and Conditions provisions of this Rider. These services include: firm transportation and storage on upstream pipeline facilities, daily and monthly scheduling and nominations, load balancing, and firm transportation on the Company's distribution facilities.

NOMINATIONS

The nominations provided by the Company pursuant to this Rider shall be submitted directly to the Qualifying Customer's qualified supplier as provided in the Supplier Aggregation Service Agreement between the Company and the qualified supplier (See Rate 345).

RATE

Commencing with the month in which service begins under this Rider and each month thereafter, Company will bill and Qualifying Customer will pay the following charges, and applicable Riders as identified in Appendix A:

Delivery Charge

The Delivery Charge shall be comprised of the rate components contained in the Rate provisions of Rates 311, 315, 321, or 325.

Gas Purchase Charge

The Gas Purchase Charge per Therm, as established by the Qualifying Customer's selected qualified gas supplier, shall be multiplied by the number of Therms of gas delivered by the Company for the Billing Period at the Qualifying Customer's metering point. The Company will bill the applicable sales tax on qualified supplier's charges consistent with the procedures on other services as provided by the Company.

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RIDER 380
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

Sheet No. 2 of 4

RATE (continued)

Gas Purchase Charge (continued)

Qualifying Customer's supplier may elect to separately bill Qualifying Customer for gas supply charges. In that event, the Company will not bill Qualifying Customer for Gas Purchase Charges under this Rider.

RATE ADJUSTMENT

This Rider is subject to the Riders identified in Appendix A.

TERMS AND CONDITIONS

1. Supplier Selection

A Qualifying Customer under this Rider must choose a gas supplier from a list of qualified suppliers, which will be maintained by the Company. The Qualifying Customer shall pick a gas supplier from the list and the supplier must notify the Company of the customers' choice by submitting a customer account enrollment request via electronic data exchange. Such list shall include suppliers who sign a Supplier Aggregation Service Agreement in which they agree to participate in and abide by Company's requirements for its supplier choice program. A list shall be available to eligible Qualifying Customers through the Company's website and upon request throughout the year by calling the Company's provided toll free phone number.

A Qualifying Customer who receives service under this Rider shall have the option to change suppliers throughout the term. Qualifying Customer must cancel enrollment with their existing supplier before changing suppliers. The suppliers perform the cancellation and enrollment through an electronic data exchange.

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RIDER 380
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

Sheet No. 3 of 4

TERMS AND CONDITIONS (continued)

2. Applications and Service Dates

A Qualifying Customer, who desires service under this Rider, shall submit a request for service to the Company through its supplier. The supplier will enroll the customer by submitting a customer account enrollment request via electronic data exchange. Requests so received, if approved by Company, shall normally receive service commencing on the next regularly scheduled read date.

A Qualifying Customer who changes suppliers or who, with the Company's agreement, elects to terminate service under this Rider and return to Company's sales service must notify the supplier of their intent to cancel enrollment with their existing supplier before changing suppliers or return back to the Company's sales service. The suppliers perform the cancellation and enrollment through an electronic data exchange. Requests so received, if approved by Company, shall normally receive service commencing on the next regularly scheduled read date.

3. Access to Usage History and Current Billing Information

Each request for service under this Rider shall authorize Qualifying Customer's supplier to receive Qualifying Customer's historic usage data for the prior twenty four months from the Company, and to act on Qualifying Customer's behalf in making billing/usage inquiries, and in exchanging current billing information with the Company, including notices of commencement or termination of service by either party.

4. Balancing

Qualifying Customer will be deemed to be in balance at all times and will not incur any imbalance charges from the Company for over- or under-deliveries of gas supplies on the Qualifying Customer's behalf, caused by the Qualifying Customer's selected qualified supplier. All imbalance charges and penalties for such over- or under-deliveries of gas supplies caused by the Qualifying Customer's selected qualified supplier shall be charged to said qualified supplier pursuant to the terms of Rate 345 – Supplier Aggregation Service.

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RIDER 380
SUPPLIER CHOICE DELIVERY SERVICE (SCDS) RIDER

Sheet No. 4 of 4

TERMS AND CONDITIONS (continued)

5. Company Delivery Obligation

The Company shall deliver the Qualifying Customer's total daily gas requirements on a firm basis so long as the selected supplier with whom the Qualifying Customer has signed an agreement for supplies continues to deliver gas supplies to the Company, and satisfies its contractual obligations as contained within its Supplier Aggregation Service Agreement with the Company. If a supplier fails to deliver gas supplies or satisfy its contractual obligations as contained within its Supplier Aggregation Service Agreement with the Company, the Qualifying Customer will be returned to the Company's appropriate Rate Schedule in order to maintain service.

6. Supplier's Performance Requirements

The obligations a supplier agrees to undertake are delineated in the Supplier Aggregation Service Agreement between the supplier and the Company. Suppliers shall be subject to performance standards that the Commission may issue or approve as a condition of participation in the Company's program. The gas supply obligations a supplier agrees to with the Qualifying Customers are a matter of agreement between the supplier and its Qualifying Customers.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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RIDER 381
PRICE PROTECTION SERVICE RIDER

Sheet No. 1 of 4

TO WHOM AVAILABLE

This Rider shall be available to Customers who are otherwise eligible for service under Rates 311, 315, 321, and 325 and are eligible for service under Rider 380. An eligible Customer electing to receive service under this optional Rider shall have the ability to choose either a fixed price or a price cap, as provided in this Rider, which price shall apply to all gas supply commodity delivered under this Rider. The elected price shall apply in lieu of the otherwise applicable gas supply Commodity Charge included in the gas cost adjustment to the Rate Schedule under which the Customer takes service (e.g. Rate 311, 315, 321, and 325).

The number of customers eligible for service under this Rider shall be subject to limitation by the Company, in its sole discretion, based upon operational and administrative considerations that may affect its ability to provide the described service options.

CHARACTER OF SERVICE

A Customer who elects to receive service under this Rider shall receive firm gas sales service. Election to receive service under this Rider shall be made by submitting a Notice of Election. Election to receive service under this Rider shall be for a maximum term of two (2) years which term will automatically extend year-to-year unless the Customer notifies the Company at least thirty (30) days prior to the end of the term that it no longer wants service under this Rider or the Rider is terminated by the Company. Each annual automatic extension shall be deemed to be a new service term for purposes of this Rider.

In the event service under this Rider is terminated for any reason then electing Customers shall automatically return to the base rate schedule under which they are eligible to receive sales service (e.g. Rates 311, 315, 321 or 325).

GAS COMMODITY PRICE OPTIONS

A Customer electing service under this Rider shall choose one of the following gas commodity pricing options at the time it submits its Notice of Election:

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**RIDER 381
PRICE PROTECTION SERVICE RIDER**

Sheet No. 2 of 4

GAS COMMODITY PRICE OPTIONS (continued)

Fixed Price Option

This price option guarantees the electing Customer a fixed price for its gas supply Commodity Charges for the term of its service. The applicable fixed price for the initial election shall be that price posted by the Company as its “Fixed Price” for the month in which the Customer makes its service election. In the event the service is automatically extended as provided in this Rider, the applicable Fixed Price for each annual extension shall be the price posted by the Company as its Fixed Price in the month prior to the first month of the new service term.

To the extent the Company offers a series of fixed prices which vary based on customer consumption patterns, the electing Customer shall receive the Fixed Price based upon the consumption pattern that best approximates its consumption pattern in the prior twelve months. The “Fixed Price” shall apply throughout the service term.

Price Cap Option

This price option guarantees the electing Customer a “not-to-exceed” price (“Price Cap”) which price sets the maximum price that the Customer will be charged for gas supply Commodity Charges for the term of its service. The applicable Price Cap shall be that price posted by the Company as its “Price Cap” for the month in which the Customer makes its service election. In the event the service is automatically extended as provided in this Rider, the applicable Price Cap for each annual extension shall be the price posted by the Company as its Price Cap in the month prior to the first month of the new service term.

To the extent the Company offers a series of price caps which vary based upon customer consumption patterns, the electing Customer shall receive the Price Cap based on the consumption pattern that best approximates their consumption pattern in the prior twelve months. The Price Cap shall be the maximum price that can be charged for gas supply throughout the service term. However, in those months in which the otherwise applicable commodity cost component of the Gas Supply Cost of the Rate Schedule under which the Customer receives basic service is less than the Price Cap, the Customer shall be billed for their gas supply Commodity Charges at the lower commodity cost. In those months in which the otherwise applicable commodity cost component of the Gas Supply Cost is higher than the Price Cap, the Price Cap shall apply.

Monthly gas supply prices set by the Company under this section may include a fixed price component and a commodity price component, as deemed appropriate and reasonable by the Company.

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**RIDER 381
PRICE PROTECTION SERVICE RIDER**

Sheet No. 3 of 4

RATE

Commencing with the month in which service begins under this Rider and each month thereafter, the Company will bill and the Customer will pay the following charges for its sales service, and applicable Riders as identified in Appendix A:

Administrative Charge

\$0.01000 per Therm for all Therms used per month.

Delivery Charge

The Delivery Charge shall be comprised of the rate components contained in the Rate provisions of Rates 311, 315, 321, or 325.

Gas Purchase Charge

Applicable charges for quantity of natural gas delivered under this Rider shall be determined based upon the price option elected by the Customer as provided in this Rider, inclusive of all gas supply costs and brokerage fees. Such gas supply costs may include a fixed price component and a commodity price component, as determined by the Company.

Applicable Fixed Price
or
Applicable Price Cap

Early Termination Fee

In the event a Customer receiving service under this Rider desires to terminate its Price Protection Service Agreement prior to the end of the established agreement term, the Customer shall be billed a termination fee. The termination fee shall be calculated based upon the monthly fixed charges applicable under the Price Protection Service Agreement times the number of remaining months in the agreement. Except that the termination fee will not apply whenever a customer taking service under this Rider who was previously not eligible for Rider 380, becomes eligible for Rider 380 and who elects to take service under that Rider.

In the event a customer needs to early terminate a Price Protection Service Agreement due to relocation, these customers will have the option to assign the remaining agreement to the new occupant(s) of the Premise so long as the new occupant(s) agrees to take assignment of the agreement. The new occupants will be subject to normal credit and deposit requirements.

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RIDER 381
PRICE PROTECTION SERVICE RIDER

Sheet No. 4 of 4

RATE ADJUSTMENT

This Rider is subject to the Riders identified in Appendix A.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RIDER 388
ADJUSTMENT OF CHARGES FOR TRANSMISSION, DISTRIBUTION AND STORAGE
SYSTEM IMPROVEMENT CHARGE (TDSIC)

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR TRANSMISSION, DISTRIBUTION AND STORAGE
SYSTEM IMPROVEMENT CHARGE

Energy Charges in the Rate Schedules included in this Tariff are subject to charges to reflect the recovery of costs incurred in connection with approved Transmission, Distribution and Storage System Improvements, and such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per Therm in accordance with the following:

$$\text{TDSIC} = ((\text{Rd} \times \text{Ad}) + (\text{Rt} \times \text{At}) + (\text{Rs} \times \text{As})) / \text{S}$$

Where:

“TDSIC”	is the rate adjustment for each Rate Schedule.
“Rd”	equals the revenue requirement based upon the distribution project costs approved by the Commission in a TDSIC adjustment proceeding.
“Rt”	equals the revenue requirement based upon the transmission project costs approved by the Commission in a TDSIC adjustment proceeding.
“Rs”	equals the revenue requirement based upon the storage project costs approved by the Commission in a TDSIC adjustment proceeding.
“Ad”	represents the applicable distribution allocation percentage(s) for each Rate Schedule.
“At”	represents the applicable transmission allocation percentage(s) for each Rate Schedule.
“As”	represents the applicable storage allocation percentage(s) for each Rate Schedule.
“S”	is the Therm sales forecast for each Rate Schedule.

The TDSIC as computed above shall be further modified to allow the recovery of revenue based tax charges occasioned by the TDSIC revenues and later reconciled with actual sales and revenues.

TDSIC

The TDSIC are set forth in Appendix F.

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RIDER 389
PIPELINE BURNER TIP BALANCING RIDER

Sheet No. 1 of 5

TO WHOM AVAILABLE

Available to Rate 328 “Category A” Customers receiving gas service from the Company whose gas requirements during the most recent calendar year average at least 3,000 Dth per day and have the propensity for large changes in intraday usage as part of normal business operations.

In the event a new Customer’s load is expected to have large swings hour to hour and the Company is unable to balance the system without placing undue burden on existing balancing services, or in the case of an existing Customer if a material change in circumstance results in large swings hour to hour and the Company reasonably determines that it is unable to balance the system without placing undue burden on existing balancing services, the Company reserves the right to require customers to take balancing services under this Rider.

Customers taking service under this Rider shall enter into a mutually agreeable written agreement for the delivery by the Company of quantities of gas obtained by the Customer from a source other than the Company and delivered to the Company for the purposes of service under this Rider.

CHARACTER OF SERVICE

Service under this Rider shall be considered firm service. Customers shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rider to be delivered to the Company to at least one interconnecting point/nominating meter with an upstream pipeline (City Gate) provided the Company's contractual arrangements and facilities are physically adequate to transport the contracted volumes to the facilities of the Customer. However, an Island Customer is restricted for transportation service of deliveries on its one supplying pipeline. The following table shows the nominating meters with upstream pipelines by zone:

NIPSCO Zone	Upstream Pipeline	Nominating Meter (City Gate)
A – Northwest Zone	ANR Pipeline	4375 – Michigan City 138744 – Crown Point
A – Northwest Zone	Crossroads Pipeline	736908 – Griffith
A – Northwest Zone	Natural Gas Pipeline Company of America	909260 – NIPSCO CDP
A – Northwest Zone	Northern Border	115 – North Hayden
A – Northwest Zone	Trunkline Gas Company	TRKNI – NIPSCO
A – Northwest Zone	Vector Pipeline	CP151FE001SF – Crown Point
B – Southeast Zone	ANR Pipeline	40184 – Fort Wayne
B – Southeast Zone	Panhandle Eastern Pipeline Company	NIPS – NIPSCO
E – East Zone	Crossroads Pipeline	736908 – Butler

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**RIDER 389
PIPELINE BURNER TIP BALANCING RIDER**

Sheet No. 2 of 5

CHARACTER OF SERVICE (Continued)

The Company will be the sole determinant of pipeline City Gate capacity availability, such as a nomination cap and/or meter cap, for transport quantities of gas. The Company reserves the right to further restrict the availability of approved delivery points to certain customers based on system conditions. In the event Customers do not adhere to nomination and/or meter cap restrictions, Rider 331 may apply.

Gas transported by the Company for a Customer under this Rider shall be for the sole and exclusive benefit of such Customer and shall not be available for resale.

The Company will provide each Customer requesting service under this Rider with a list of pipelines that are operationally capable of providing Pipeline Burner Tip Balancing service to the Customer. Any Customer taking service under this Rider is required to sign an agreement for all or a portion of its supply to be provided via Pipeline Burner Tip Balancing service with an upstream interconnecting pipeline(s) (i.e., "Swing Pipeline(s)"). Such agreement will be of sufficient volume to accommodate operational changes beyond which the North American Energy Standards Board ("NAESB") nomination cycles can be used to balance supply and / or demand changes. Customer and upstream interconnecting pipeline(s) agree to provide the Company verification of their agreement which shall be for a minimum term of one year and Company must be provided sixty (60) days' prior written notice before changing the upstream interconnecting pipeline providing Pipeline Burner Tip Balancing service. At the sole discretion of the Company, the Customer may utilize multiple Swing Pipelines and the Customer will be required to provide an order of preference 10 calendar days prior to the calendar month of flow.

If Customer elects to deliver gas to the Company from a pipeline(s) other than the Swing Pipeline(s) (i.e. "Non-Swing Pipeline(s)"), such gas nominated from the Non-Swing Pipeline(s) will be considered first through the meter. On an hourly basis, any gas brought in from the Non-Swing Pipeline(s) exceeding the Customer usage shall be subject to an hourly No-Notice Undertake Gas Service price for that hour. See Rate 328 No-Notice Gas Undertake Service and applicable provisions and charges. If a Critical Undertake Day is declared, Rider 331 would apply.

Customers taking service under this Rider have the potential to adversely impact the quality of service to other Customers on the system and/or place the Company in a position of receiving a pipeline penalty if the gas taken from the interconnecting pipelines are erratic from hour to hour. Therefore, no later than two (2) hours before the beginning of the Gas Day, Customers under this Rider are required to provide the Company with an hourly flow schedule for the Gas Day. If during the day the Customer's hourly flow schedule changes by more than ten percent (10%) in any given hour the Customer shall provide a new hourly schedule for the remainder of the Gas Day. If the actual hourly performance of a Customer differs from the scheduled hourly flow such that, in the sole judgment of the Company, the Customer is adversely impacting the quality of service to other Customers or the Company, the Company shall provide the Customer with at least thirty (30) minutes' notice that the Company will commence limiting the flow at the Customer's facility to the scheduled volume. If the scheduled volume exceeds the actual volume after the commencement of flow control, the Customer will be subject to a No-Notice Gas Undertake Service

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**RIDER 389
PIPELINE BURNER TIP BALANCING RIDER**

Sheet No. 3 of 5

CHARACTER OF SERVICE (Continued)

Charge. See Rate 328 No-Notice Gas Undertake Service and applicable provisions and charges. During a Critical Undertake Day, Rider 331 would apply.

The Swing Pipeline(s) selected by the Customer must be willing to agree to accept within three (3) hours after the completion of the Gas Day, the actual use (less the volumes delivered by Non-Swing Pipeline(s)) by the Customer as the allocated volume for that Customer at the City Gate, and that such agreement by the Swing Pipeline(s) will have no adverse impact on the daily transactions of the Company or any other Transportation Customer receiving gas from the Swing Pipeline(s). Therefore, the Swing Pipeline(s) must agree that all daily imbalances allocated to the Customer each day will be assigned to the Customer, or Customer's suppliers, transportation agreement(s) and not those of the Company. If such an agreement cannot be reached with the Swing Pipeline(s), the Customer will not be eligible for service under this Rider.

Gas delivered from the Swing Pipeline(s) for the use of the Pipeline Burner Tip Balancing service will be considered second through the meter of the Swing Pipeline(s). If for any reason during the course of the day a Customer takes more gas than scheduled and the Swing Pipeline(s) does not permit the Company to draw swing volumes, the Customer shall be notified to curtail to the volume able to be supplied by the Non-Swing and Swing Pipeline(s). If the Customer fails to reduce load, the Company shall have the right to utilize the flow control at the Customers delivery point to reduce the flow to the volume being supplied.

If Customer elects to deliver gas to the Company from a Non-Swing Pipeline(s), such gas nominated from the Non-Swing Pipeline(s) will be considered first through the meter and scheduled ratably to the Customer per NAESB guidelines. On an hourly basis, any gas brought in from the Non-Swing Pipeline(s) exceeding the Customer usage shall be subject to an hourly No-Notice Undertake Gas Service price for that hour. See Rate 328 No-Notice Gas Undertake Service and applicable provisions and charges. If a Critical Undertake Day is declared, Rider 331 may apply.

AGREEMENT

Any Customer requesting service under this Rider shall enter into a written agreement with the Company for an initial period of one (1) year, or such other period as shall be mutually agreeable to the parties, and such agreement shall continue from month to month thereafter unless canceled by either party giving to the other party sixty (60) days' prior written notice of the termination of such agreement at the end of the initial period or any monthly period thereafter.

DELIVERY OF GAS BY THE COMPANY

All gas delivered by the Company to a Customer under this Rider shall be subject to an unaccounted for gas adjustment set forth in Appendix E.

The Company will allow a Customer to change nominations daily. Daily changes in nominations must be supplied to the Company no later than the time required for such nominations by the delivering pipeline(s).

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RIDER 389
PIPELINE BURNER TIP BALANCING RIDER

Sheet No. 4 of 5

DELIVERY OF GAS BY THE COMPANY (Continued)

The Company acknowledges that the volume of Customer-owned gas delivered to the Company in any day, as adjusted for unaccounted for gas, may not, due to operating conditions, equal the amount of gas consumed by the Customer in the same day. However, the Company requires all Customers to be administratively in balance on a daily basis utilizing the Pipeline Burner Tip Balancing service secured by the Customer with the Swing Pipeline(s).

METERING AND CONTROL REQUIREMENTS

As a condition of service under this Rider, the Company shall install flow control, remotely accessible hourly meter recording device, and necessary communication, which may include software, at the Customer's facility at the Customer's expense. The Customer and Swing Pipeline(s) agree that the hourly and daily measurement of gas usage provided by the Company shall represent the quantities of gas used by Customer. This volume shall be the basis of balancing provided by Swing Pipeline(s) and Non-Swing Pipeline(s) allocation.

IMBALANCE NETTING OPTION

Imbalance netting option will be available at the sole discretion of the Company.

NO-NOTICE GAS UNDERTAKE SERVICE

No-Notice Gas Undertake Service will be available to Customers under this Rider on the Non-Swing Pipeline(s).

The volume of undertake gas as measured on an hour by hour basis as compared to hourly usage will be charged the No-Notice Undertake Gas Service price for that day. See Rate 328 No-Notice Gas Undertake Service and applicable provisions and charges. If a Critical Undertake Day is declared, Rider 331 would apply.

No-Notice Undertake Gas Service prices are allocated to Customers through Rider 370 – Gas Cost Adjustment (GCA) Rider by means of purchasing gas at a discount to the respective index price.

NOMINATED GAS OVERTAKE SERVICE

A Customer may elect to take service under the Company's Nominated Gas Overtake Service. Such service shall be nominated to the Company within the required NAESB timely cycle, and shall be treated as Non-Swing Pipeline(s) volume. The Company, in any case, reserves the sole and exclusive right under this Rider to accept or reject nominations for Nominated Gas Overtake Service. All quantities of gas nominated by the Customer and delivered by the Company shall be considered taken by the Customer in the Gas Day requested by the Customer and accepted by the Company.

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**RIDER 389
PIPELINE BURNER TIP BALANCING RIDER**

Sheet No. 5 of 5

RATE

The rates for this Rider are those included in the Rate provisions of Rate 328.

RATE ADJUSTMENT

This Rider is subject to the Riders identified in Appendix A.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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RIDER 390
FEDERALLY MANDATED COST ADJUSTMENT RIDER

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

ADJUSTMENT OF CHARGES FOR FEDERALLY MANDATED COSTS

Energy Charges in the Rate Schedules included in this Tariff are subject to charges to reflect the recovery of federally mandated costs incurred in connection with approved federally mandated compliance projects, and such charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per Therm in accordance with the following:

$$\text{FMCA Factor} = ((R_f \times A_f) + (R_v \times A_v)) / S$$

Where:

- “FMCA” is the rate adjustment for each Rate Schedule.
“R_f” equals the 6 month revenue requirement based upon the federally mandated compliance project fixed costs approved by the Indiana Utility Regulatory Commission in a FMCA adjustment proceeding.
“R_v” equals the 6 month revenue requirement based upon the federally mandated compliance project variable costs approved by the Indiana Utility Regulatory Commission in a FMCA adjustment proceeding.
“A_f” represents the applicable fixed allocation percentage(s) for each Rate Schedule.
“A_v” represents the applicable variable allocation percentage(s) for each Rate Schedule.
“S” is the 6-month Therm sales forecast for each Rate Schedule.

The FMCA as computed above shall be further modified to allow the recovery of revenue based tax charges occasioned by the FMCA revenues and later reconciled with actual sales and revenues.

FMCA FACTORS

The FMCA Factors are set forth in Appendix G.

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RIDER 391
GREEN PATH RIDER

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules identified in Appendix A.

CHARACTER OF SERVICE

This Rider shall provide Customers with the option to designate a specific percentage of their natural gas consumption to offset either 25%, 50% or 100% of the carbon emissions of the geologic natural gas used by the Customer with the bundling of Renewable Natural Gas (“RNG”) environmental attributes and carbon offsets.

For purposes of this Rider, RNG is defined as any pipeline compatible gaseous fuel derived from biogenic or other renewable sources that has lower lifecycle carbon dioxide equivalent (CO₂e) emissions than geological natural gas. Carbon offsets are defined as an action or activity that compensates for the emission of carbon dioxide or other greenhouse gases to the atmosphere.

Customer participation is completely voluntary and Customers can sign up for the program and withdraw from the program at any time, with changes taking effect in the next billing month after the request has been received by the Company.

GREEN GAS RIDER RATE

Customers shall pay a fixed volumetric charge reflecting the cost of the RNG environmental attributes and carbon offsets needed to reflect the selected 25%, 50% or 100% reduction in emissions. The fixed volumetric charge shall be reviewed and may be adjusted annually by the Company and approved by the Commission. The fixed volumetric charges set forth below are effective for bills rendered for the billing month of January 2023, and will remain in place until new fixed volumetric charges are approved by the Commission in a subsequent proceeding:

25% Emissions Reduction	\$0.075 per Therm for all Therms used per month
50% Emissions Reduction	\$0.15 per Therm for all Therms used per month
100% Emissions Reduction (Net Zero)	\$0.30 per Therm for all Therms used per month

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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**RIDER 392
SALES RECONCILIATION ADJUSTMENT**

Sheet No. 1 of 1

TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules identified in Appendix A.

ADJUSTMENT OF CHARGES FOR SALES RECONCILIATION ADJUSTMENT

Energy Charges in the Rate Schedules included in this Tariff are subject to adjustment each quarter to reflect the recovery of the difference between the monthly Authorized Test Year Base Rate Gross Margin (as approved by the IURC applicable to that quarter) as adjusted for actual number of customers (the “Adjusted Authorized Test Year Base Rate Gross Margin”) and actual monthly Gross Margin Revenue. The adjustment shall be reflected as a charger or a credit over the ensuing year. Such credits/charges shall be increased or decreased to the nearest 0.001 mill (\$.000001) per Therm in accordance with the following:

$$\text{SRA Factor} = R / S$$

Where:

- “SRA” is the rate adjustment for each Rate Schedule.
“R” equals the 3-month adjustment based upon the reconciliation of monthly Adjusted Authorized Test Year Base Rate Gross Margin to the actual monthly Gross Margin Revenue amounts.
“S” is the 12-month Therm sales forecast for each Rate Schedule.

The SRA as computed above shall be further modified to allow the recovery of revenue based tax charges occasioned by the SRA revenues and later reconciled with actual sales and revenues.

SRA FACTORS

The SRA Factors are set forth in Appendix H.

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APPENDIX A
APPLICABLE RIDERS

<u>Rider</u>	<u>Code</u>	<u>Rider Name</u>	<u>Applicable Tariffs</u>
Rider 370	GCA	Gas Cost Adjustment (GCA) Rider	311, 315, 321, 325, 380, 381
Rider 372	EE	Gas Demand Side Management (GDSM) Rider	311, 315, 321, 325, 351, 380, 381
Rider 373	USP	Universal Service Program (USP) Rider	311, 315, 321, 325, 328, 330, 334A, 338, 351
Rider 380	SCDS	Supplier Choice Delivery Service (SCDS) Rider	311, 315, 321, 325
Rider 381	PPS	Price Protection Service Rider	311, 315, 321, 325
Rider 342A	OSSA	Optional Storage Service Rider	328, 330, 338, 345
Rider 347	GP	Gas Parking Service (GPS) Rider	328, 338, 345
Rider 348	GL	Gas Lending Service (GLS) Rider	328, 338, 345
Rider 331	CITES	Critical Undertake Day or Critical Overtake Day Penalty	328, 330, 338
Rider 350	NESSM	Nomination Exchange Service for Suppliers and Marketers	328, 330, 338
Rider 388	TDSIC	Adjustment of Charges for Transmission, Distribution and Storage System Improvement Charge (TDSIC)	311, 315, 321, 325, 328, 338, 351, 380, 381
Rider 389		Pipeline Burner Tip Balancing Rider	328
Rider 390	FMCA	Federally Mandated Cost Adjustment Rider	311, 315, 321, 325, 328, 338, 351, 380, 381
Rider 391	GPR	Green Path Rider	311, 315, 321, 325
Rider 392	SRA	Sales Reconciliation Adjustment	311, 315, 321, 325

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APPENDIX B
GAS COST ADJUSTMENT (GCA) FACTORS

The GCA Factors in Rates 311, 315, 321 and 325 (with associated Rider 380 and Rider 381) shall be computed as set forth in Rider 370. The GCA Factors set forth below are effective for bills rendered for the billing month of _____ 2024, and will remain in place until new GCA Factors are approved by the Commission in a subsequent proceeding.

<u>Rate Schedule</u>	<u>GCA Factor per Therm</u>
<u>Rates 311, 315</u>	
Gas Supply Commodity Cost Charge	A charge / credit of \$ _____
Interstate Pipeline Transportation and Storage Charge	A charge / credit of \$ _____
Other Gas Cost Charge	A charge / credit of \$ _____
Total Gas Cost Adjustment	A charge / credit of \$ _____
<u>Rates 321, 325</u>	
Gas Supply Commodity Cost Charge	A charge / credit of \$ _____
Interstate Pipeline Transportation and Storage Charge	A charge / credit of \$ _____
Other Gas Cost Charge	A charge / credit of \$ _____
Total Gas Cost Adjustment	A charge / credit of \$ _____
<u>Rates 311, 315 (with associated Rider 380)</u>	
Other Gas Cost Charge (Year 1)	A charge / credit of \$ _____
<u>Rates 321, 325 (with associated Rider 380)</u>	
Other Gas Cost Charge (Year 1)	A charge / credit of \$ _____
<u>Rates 311, 315 (with associated Rider 381)</u>	
Interstate Pipeline Transportation and Storage Charge	A charge / credit of \$ _____
Other Gas Cost Charge (Year 1)	A charge / credit of \$ _____
Other Gas Cost Charge (Year 2 and After)	A charge / credit of \$ _____
<u>Rates 321, 325 (with associated Rider 381)</u>	
Interstate Pipeline Transportation and Storage Charge	A charge / credit of \$ _____
Other Gas Cost Charge (Year 1)	A charge / credit of \$ _____
Other Gas Cost Charge (Year 2 and After)	A charge / credit of \$ _____

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APPENDIX C
GDSM FACTORS

The GDSM Factors in Rates 311, 315, 321 and 325 (with associated Rate 351, Rider 380 and Rider 381) shall be computed as set forth in Rider 372. The GDSM Factors set forth below are effective for bills rendered for the billing month of _____ 2024, and will remain in place until new GDSM Factors are approved by the Commission in a subsequent proceeding:

Rate Schedule (with associated Rate 351, Rider 380 and Rider 381)	GDSM Factor per Therm per Month
Rate 311	A charge / credit of \$ _____
Rate 315	A charge / credit of \$ _____
Rate 321	A charge / credit of \$ _____
Rate 325	A charge / credit of \$ _____

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APPENDIX D
UNIVERSAL SERVICE PROGRAM (USP) FACTOR

The USP Factors in Rates 311, 315, 321, 325, 328, 330, 334A, 338 and 351 shall be computed as set forth in Rider 373. The USP Factors set forth below are effective for bills rendered for the billing month of _____ 2024, and will remain in place until new USP Factors are approved by the Commission in a subsequent proceeding:

Rate Schedule	USP Factor per Month
Rate 311 (with associated Rate 351)	A charge of \$_____ per Therm
Rate 315 (with associated Rate 351)	A charge of \$_____ per Therm
Rate 321	A charge of \$_____ per Therm
Rate 325	A charge of \$_____ per Therm
Rate 328	A charge of \$125.00
Rate 330	A charge of \$125.00
Rate 334A	A charge of \$30.00
Rate 338	A charge of \$30.00

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APPENDIX E
UNACCOUNTED FOR GAS (UAFG) PERCENTAGE

The Unaccounted For Gas (UAFG) Percentage shall be applied to the volumes of gas received by the Company from transportation customers and Suppliers at a point of receipt on the Company's system and shall be retained by the Company to compensate for UAFG. The UAFG Percentage shall be reviewed and adjusted annually by the Company and approved by the Commission to reflect any changes in the actual system UAFG Percentage up to 0.90%.

The system-wide UAFG Percentage is ____%. The UAFG Percentage applicable to volumes of gas for transportation customers served under Rates 328 and 338 is 0.59%. The UAFG Percentage applicable to all other volumes of gas, is 0.91%.

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APPENDIX F
TRANSMISSION, DISTRIBUTION AND STORAGE SYSTEM
IMPROVEMENT CHARGE (TDSIC)

The TDSIC in Rates 311, 315, 321, 325, 328 and 338, shall be computed as set forth in Rider 388. The TDSIC set forth below are effective for bills rendered for the billing month of _____ 2024, and will remain in place until a new TDSIC is approved by the Commission in a subsequent proceeding:

Rate Schedule	TDSIC per Therm per Month
Rate 311 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 315 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 321 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 325 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 328 DP	A charge / credit of \$ _____
Rate 328 HP	A charge / credit of \$ _____
Rate 338	A charge / credit of \$ _____

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APPENDIX G
FMCA FACTORS

The FMCA Factors in Rates 311, 315, 321, 325, 328 and 338, shall be computed as set forth in Rider 390. The FMCA Factors set forth below are effective for bills rendered for the billing month of _____ 2024, and will remain in place until new FMCA Factors are approved by the Commission in a subsequent proceeding:

Rate Schedule	FMCA Factor per Therm per Month
Rate 311 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 315 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 321 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 325 (with associated Rate 351, Rider 380 and Rider 381)	A charge / credit of \$ _____
Rate 328 DP	A charge / credit of \$ _____
Rate 328 HP	A charge / credit of \$ _____
Rate 338	A charge / credit of \$ _____

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APPENDIX H
SALES RECONCILIATION ADJUSTMENT FACTORS

The SRA Factors in Rates 311, 315, 321, and 325 (with associated Rate 351, Rider 380 and Rider 381), shall be computed as set forth in Rider 392. The SRA Factors set forth below are effective for bills rendered for the billing month of _____ 202_, and will remain in place until new SRA Factors are approved by the Commission in a subsequent proceeding:

Rate Schedule (with associated Rate 351, Rider 380 and Rider 381)	SRA Factor per Therm per Month
Rate 311	A charge / credit of \$ _____
Rate 315	A charge / credit of \$ _____
Rate 321	A charge / credit of \$ _____
Rate 325	A charge / credit of \$ _____

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__/__/2024

Effective Date
__/__/2024



**NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC
AGREEMENT FOR GAS SERVICE
Rate 325, 328 and 338**

This Agreement for Gas Service ("Agreement"), made this ___ day of ___, by and between NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC, a limited liability company (the "Company"), and _____ ("Customer").

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

The Company agrees to furnish to Customer during the term of this Agreement, and Customer agrees to take from the Company, all the gas service of the character specified herein that shall be purchased by Customer for use by Customer at: _____("Address"). _____ ("Site Id.").

The Company shall begin to supply gas service under the Company's Rate ___, in the case of Rate 328 indicate High Pressure ("HP", where Customer is served from a main operating at a pressure at or exceeding 60 psi) or Distribution Pressure ("DP", where Customer is served from a main operating at a pressure less than 60 psi) on or about _____ and the term of this Agreement shall continue in effect for an initial term ending _____[one year] (the "Initial Term Expiration Date"), and shall automatically renew for successive one year terms (each a "Renewal Term") thereafter on the anniversary of the Initial Term Expiration Date or Renewal Term Expiration Term. Either party may terminate this Agreement by providing at least sixty days prior written notice of termination prior to the Initial Term Expiration Date or Renewal Term Expiration Date.

This Agreement incorporates by reference the Rate ___ referred to above and the Company's General Rules and Regulations Applicable to Gas Service on file with the Indiana Utility Regulatory Commission, as the same may be amended, modified or supplemented from time to time, all of which are made part of this Agreement.

Customer agrees to pay the Company monthly for all gas service supplied hereunder, or minimum provisions, in accordance with Rate ___, as such rate is in effect from time to time during the term of this Agreement. The Customer agrees to pay the Company within seventeen (17) days of the next business day of the statement date printed on the bill. The Customer shall not be disconnected for failing to pay an outstanding bill in full if the unpaid portion of the bill is disputed by the Customer and the Customer complies with the applicable rules of the Indiana Utility Regulatory Commission.

The Customer's Billing Demand and Curtailment Threshold level 1 for the month shall be determined in accordance with Rate ___ and shall be listed and included as part of Exhibit A (no Exhibit A required for Rate 325). The Billing Demand and Curtailment Threshold level 1 applicable to this agreement shall be established and adjusted from time to time by operation of and in compliance with Company's Tariff as approved by the Indiana Utility Regulatory Commission.

There are no oral understandings or agreements other than as set forth in this Agreement and Exhibit A (no Exhibit A required for Rate 325) attached hereto and incorporated herein by reference.

This Agreement cancels and supersedes all previous agreements relating to the Company's provision of gas service to Customer at Customer's premises specified above.

Notice and Correspondence. Any notices required by this Agreement or by law shall be in writing and addressed to the parties at their respective addresses set forth below and shall be properly served when sent via overnight mail, certified mail, postage prepaid return receipt requested, or when received by facsimile at the facsimile number set forth in this Agreement. Notices shall be effective upon receipt or refusal to accept. Either party may change its address for the purpose of this Agreement by giving written notice of such change to the other party in the manner provided herein.

Written notice and correspondence to the Company shall be addressed as follows:

Northern Indiana Public Service Company LLC
Attn: Business Link
801 E. 86th Avenue
Merrillville, Indiana 46410
Facsimile no. (219) 647-6370
Telephone no. (888) 689-8665
E-mail address: businesslink@nisource.com

Company Name

Meter#

Account#

Written notice and correspondence to the Customer shall be addressed as follows:

Customer Name: _____
Attn: _____
Address: _____
City, State Zip: _____
Facsimile no.: _____
Telephone no.: _____
E-mail address: _____

The parties agree to all terms and conditions set forth above, the Terms and Conditions of Service, and Exhibit A (no Exhibit A required for Rate 325) attached hereto. This Agreement shall be in full force and effect when signed by the authorized representatives of both parties.

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC _____

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS OF SERVICE

1. Customer shall give written notification in the form of a letter or e-mail to the Company of any material increase in load no less than sixty (60) days prior to the addition of that load.
2. If the service is not commenced by Customer on the date specified in this Agreement, the term of this Agreement shall be extended for a period of time equal to the period between the date specified herein for commencement of service and the date upon which Customer commenced taking service under this Agreement.
3. All gas facilities and equipment installed by Customer shall be maintained by Customer at all times in conformity with the requirements of National Board of Fire Underwriters, National Electric Code, National Fuel Code, and local laws and regulations, if applicable. An inspector from the Company shall be permitted to inspect Customer's gas equipment and facilities and the Company may transmit its recommendations in connection with any inspections to Customer, but nothing herein shall be construed to mean that the Company shall be required to inspect or examine, or in any way be responsible for the conditions of the conduits, pipes, equipment, facilities or appliances on Customer's premises.
4. No Third Party Rights. This Agreement is entered into solely for the benefit of the Company and the Customer and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature in any third party.
5. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana, without regard to any "choice of law" or "conflicts of law" rules that would direct the application of the laws of another jurisdiction
6. The Company and Customer shall attempt in good faith to resolve all disputes promptly in the normal course of business.
7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Except in the event of the merger, consolidation, transfer, or sale of all or substantially all of the assets of the assigning party to an assignee whose core business is not in direct competition with the non-assigning party, this Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be withheld unreasonably. Any assignment by one party to this Agreement shall not release that party of its financial obligations hereunder unless the other party to this Agreement consents to such release in writing to the extent such consent is required for assignment.

Company Name

Meter#

Account#

**EXHIBIT A
TO
AGREEMENT FOR GAS SERVICE
Rate 328, 338**

Curtailment Threshold level 1: Calculated as 50th Percentile of Daily Usage over the last twenty-four (24) months, calculated by Company on an annual basis. For Customers that are adding substantial gas consuming equipment subject to Company Tariff Rule 4.2.2, the Company will work with Customer to calculate Curtailment Threshold level 1 utilizing historical and best efforts forecast usage. For new customers, the calculation of Curtailment Threshold level 1 will be based upon best efforts forecast usage.

Curtailment Threshold level 1 = _____ Therms per Day

Billing Demand: The Billing Demand for the month is the Customer's Winter Average Daily Usage. The Customer's Winter Average Daily Usage will be calculated annually and will be the sum of the Customer's total usage in the previous billing cycles for the months of December, January, and February, divided by the total number of days in those billing cycles.

Billing Demand = _____ Therms per month

Company Balancing Service:

The Customer will be provided balancing service under Category ___ of the applicable Tariff(s).

The Customer hereby selects a balancing account capacity of _____ Therms. Said balancing account capacity shall continue until changed in accordance with the provisions below.

A Customer or Pool Operator may request bank capacity or a change in bank capacity up to their limit any time throughout the year upon written notification to the Company by the ninth (9th) business day prior to the end of the month to effectuate such change for the following month. Any such changes must comply with the provisions of the applicable Tariff(s).

Company Name

Meter#

Account#

GAS RATE CHANGE RELEASE

I (Print Name and Title) _____ hereby authorize Northern Indiana Public Service Company to change my current gas rate schedule from Rate _____ to Rate _____

I understand this voluntary change will take place at the next available billing period, and will remain in effect until further notice in compliance with the Indiana Utility Regulatory Commission rules and regulations.

I further understand that Northern Indiana Public Service Company has no liability for the service rendered prior to the effectiveness of Rate _____

Customer Name:

Customer Account #:

Meter Number:

Service Address:

Phone Number:

Authorized Signature:

Date:
