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INDIANA UTILITY
REGULATORY COMMISSION

Petitioner's Exhibit No. 17 Cause No. 45447 Vectren South Page 1 of 35

# SOUTHERN INDIANA GAS AND ELECTRIC COMPANY d/b/a VECTREN ENERGY DELIVERY OF INDIANA, INC. A CENTERPOINT ENERGY COMPANY (VECTREN SOUTH)

**IURC CAUSE NO. 45447** 

**DIRECT TESTIMONY** 

**OF** 

**KATIE J. TIEKEN** 

ON

TARIFF FOR GAS SERVICE AND
MINIMUM STANDARD FILING REQUIREMENTS

SPONSORING PETITIONER'S EXHIBIT NO. 17,
ATTACHMENTS KJT-1 THROUGH KJT-4

# **GLOSSARY OF ACRONYMS**

2015 Efficiency	Settlement Agreement between the Settling Parties which was	
Settlement	approved by the Commission with modifications in its	
0000 0005 DI	September 9, 2015 Order in Cause No. 44598	
2022 – 2025 Plan	2020 – 2025 MPSAP for Program Years 2022 - 2025	
44019 Order	August 18, 2011 Order in Cause No. 44019	
44598 Order	September 9, 2015 Order in Cause No. 44598	
45222 Order	July 17, 2019 Order in Cause No. 45222	
ARAM	Average Rates Assumption Method	
C&I	Commercial and Industrial	
CenterPoint	CenterPoint Energy, Inc.	
CNG	Compressed Natural Gas	
Commission	Indiana Utility Regulatory Commission	
Company	Southern Indiana Gas and Electric Company d/b/a Vectren	
	Energy Delivery of Indiana, Inc.	
CSIA	Compliance and System Improvement Adjustment	
EADIT	Excess Accumulated Deferred Income Tax	
EADIT Credit	Excess Accumulated Deferred Income Tax Liability balances	
	arising from the revaluation of Accumulated Deferred Income	
	Tax balances at the lower federal tax rate	
EEFC	Energy Efficiency Funding Component	
EER Energy Efficiency Rider		
FAC	Fuel Adjustment Clause	
GAO	General Administrative Order	
GCA	Gas Cost Adjustment	
IURC	Indiana Utility Regulatory Commission	
LIHEAP	Low Income Home Energy Assistance Program	
MCRA	MISO Cost and Revenue Adjustment	
MPSAP	Market Potential Study and Action Plan	
MSFR	Minimum Standard Filing Requirements	
NGV	Natural Gas Vehicle	
NOAA	National Oceanic and Atmospheric Administration	
Petitioner	Southern Indiana Gas and Electric Company d/b/a Vectren	
	Energy Delivery of Indiana, Inc.	
RCRA	Reliability Cost and Revenue Adjustment	
Settlement Agreement	Settlement Agreement between the Settling Parties which was	
	approved by the Commission in its August 18, 2011 Order in	
	Cause No. 44019	
SRC	Sales Reconciliation Component	
Tariff	Tariff for Gas Service	
Tax Refund Credit	Treatment of the accrued regulatory liability established to	
	capture the difference in collections between the 35%	
	effective Federal tax rate reflected in base rates and the	
	revised 21% Federal tax rate effective January 1, 2018	
TCJA	Tax Cuts and Jobs Act	
	. an oate and ooke / tot	

Petitioner's Exhibit No. 17 Cause No. 45447 Vectren South Page 3 of 35

TDSIC	Transmission, Distribution, and Storage System Improvement
	Charge
TSCR	Tax Savings Credit Rider
USF	Universal Service Fund
USP	Universal Service Program
Vectren	Vectren Corporation
Vectren North	Vectren – Indiana Gas Company, Inc. d/b/a Vectren Energy
	Delivery of Indiana, Inc.
Vectren Ohio	Vectren Energy Delivery of Ohio, Inc.
Vectren South	Southern Indiana Gas and Electric Company d/b/a Vectren
	Energy Delivery of Indiana, Inc.
Vectren South TCJA	August 29, 2018 Order Approving a Stipulation and
Order	Settlement Agreement in Cause No. 45032-S21

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1		DIRECT TESTIMONY OF KATIE J. TIEKEN
2	I.	INTRODUCTION
3		
4	Q.	Please state your name and business address.
5	A.	My name is Katie J. Tieken. My business address is 211 NW Riverside Drive,
6		Evansville, Indiana, 47708.
7		
8	Q.	By whom are you employed?
9	A.	I am employed by Vectren Corporation ("Vectren"), a wholly-owned subsidiary of
10		CenterPoint Energy, Inc. ("CenterPoint").
11		
12	Q.	On whose behalf are you testifying in this proceeding?
13	A.	I am testifying on behalf of Southern Indiana Gas and Electric Company d/b/a Vectren
14		Energy Delivery of Indiana, Inc. ("Petitioner", "Vectren South" or "the Company"),
15		which is a subsidiary of Vectren.
16		
17	Q.	What role do you have with respect to Petitioner Vectren South?
18	A.	I am Manager, Regulatory & Rates for Vectren, which is the parent company of
19		Petitioner. I have the same role with two other utility subsidiaries of Vectren – Indiana
20		Gas Company, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc. ("Vectren North")
21		and Vectren Energy Delivery of Ohio, Inc. ("Vectren Ohio").
22		
23	Q.	Please describe your educational background.
24	A.	I am a 2001 graduate of the University of Evansville with a Bachelor of Science degree

1 in Business Administration with double majors in finance and mathematics.

## Q. Please describe your professional experience.

A. From 2002 to 2007, I was employed by EG&G Technical Services as a financial analyst and contract administrator. Since October 2007, I have been employed with Vectren in various regulatory capacities. In 2015, I was named Manager, Rates. I was named to my current position in February 2019.

Α.

# Q. What are your present duties and responsibilities as Manager, Regulatory & Rates?

I am responsible for the Indiana and Ohio regulatory and rate matters of the regulated utilities within Vectren in proceedings before the Indiana and Ohio utility regulatory commissions. I also have responsibility for the implementation of all regulatory initiatives of Vectren South (and other utility subsidiaries in Indiana and Ohio), as well as the preparation of regulatory and rates exhibits submitted in various regulatory proceedings.

#### Q. Have you ever testified before any state regulatory commission?

A. Yes. I have testified before the Indiana Utility Regulatory Commission ("IURC" or "Commission") on behalf of Vectren South in its Fuel Adjustment Clause ("FAC") proceedings, Cause No. 38708, beginning in FAC126. I have also testified on behalf of Vectren South in Cause No. 43354 (MISO Cost and Revenue Adjustment ("MCRA")), beginning in MCRA23, and in Cause No. 43406 (Reliability Cost and Revenue Adjustment ("RCRA")), RCRA18. In addition, I have testified on behalf of Vectren South in its Gas Cost Adjustment ("GCA") proceedings in Cause No. 37366,

beginning in GCA 147 and on behalf of Vectren North in its GCA proceeding Cause
 No. 37394, beginning in GCA 147.

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A.

# 4 Q. What is the purpose of your testimony in this proceeding?

I will support proposed changes to Vectren South's Tariff for Gas Service ("Tariff"), including updates to Rates and Charges, and the Company's proposals to add, modify, or suspend certain riders and adjustment mechanisms. I will discuss the Company's proposed methodology to implement Phase 1 and Phase 2 rates following Commission approval in this proceeding. I will also support the Company's request to continue its Universal Service Fund ("USF") rider and its existing energy efficiency mechanism, the Energy Efficiency Rider ("EER"), which includes the decoupling or Sales Reconciliation Component ("SRC") and the Energy Efficiency Funding Component ("EEFC"). Finally, I will also explain how the Company has organized its workpapers and other information in support of its requested relief in accordance with the Commission's General Administrative Order ("GAO") 2013-05 and the Minimum Standard Filing Requirements.

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18

20

#### Q. Are you sponsoring any attachments in this proceeding?

- 19 A. Yes. I am sponsoring the following attachments in this proceeding:
  - Petitioner's Exhibit No. 17, Attachment KJT-1: Proposed Tariff for Gas Service
- <u>Petitioner's Exhibit No. 17</u>, **Attachment KJT-2**: Proposed Tariff for Gas Service (redline version)
- <u>Petitioner's Exhibit No. 17</u>, **Attachment KJT-3**: Tax Savings Credit Rider calculations and illustrative schedules

1		• Petitioner's Exhibit No. 17, Attachment KJT -4: Index of Minimum Standard Filing
2		Requirements
3		
4		I am also sponsoring the following schedule and associated workpapers included in
5		Petitioner's Exhibit No. 18:
6		Schedule E-5: Typical Bill Comparisons (co-sponsored with Petitioner's Witness
7		Russell A. Feingold)
8		
9	Q.	Were these attachments prepared by you or under your supervision?
10	A.	Yes, they were.
11		
12		
13	II.	PROPOSED CHANGES TO VECTREN SOUTH TARIFF FOR GAS SERVICE
14		
15	Q.	Please describe the proposed changes within Petitioner's Exhibit No. 17,
16		Attachment KJT-1 and Attachment KJT-2.
17	A.	Attachment KJT-1 is the proposed Vectren South Tariff for Gas Service, with marked
18		changes reflected in Attachment KJT-2. The sections below describe the proposed
19		changes in greater detail.
20		
21	Α.	Tariff Index, Locations Served and Definitions
22		

1	Q.	Please describe the proposed changes to <u>Petitioner's Exhibit No. 17</u> ,
2		Attachment KJT-1 and Attachment KJT-2 (proposed Tariff for Gas Service, clean
3		and redline) under Sheet No. 1 – the cover page.
4	A.	First, the I.U.R.C. Number has been updated from the previous "G-12" to "G-13" as
5		the Tariff will be updated and replaced in its entirety following the Commission's Order
6		in this proceeding. Second, the information for communications concerning this Tariff
7		have been updated to reflect current Company and contact information.
8		
9	Q.	Please describe the proposed changes to Sheet No. 2, the Tariff Sheet Index.
10	A.	On page 1 of 3, the following appendices and riders have been updated to reflect
11		suspended, new or eliminated riders within the Tariff. These changes have also been
12		captured on the individual Rate Schedules (Sheet No. 10 through Sheet No. 18)
13		Sheet No. 37 – Appendix H – Pipeline Safety Adjustment (Suspended)
14		Sheet No. 41 – Appendix L – Tax Savings Credit Rider (New)
15		Sheet No. 45 - Reserved for Future Use - Previously Rider ED - Economic
16		Development Rider (Eliminated)
17		Sheet No. 46 - Reserved for Future Use - Previously Rider AD - Area
18		Development Rider (Eliminated)
19		
20	Q.	Please describe the proposed changes to Sheet No. 3, Locations Served.
21	A.	The Company reviewed the locations listed within the Tariff and has reflected minor
22		revisions to represent current locations served for the Vectren South territory.
23		
24	Q.	On Sheet No. 4, please explain the proposed changes to the Tariff definitions.
25	Α.	The Company proposes to either modify, remove, or add the following definitions:

1	1. Dth – modify the definition to include "Ten therms or one Dekatherm" to clearl		
2		show the relationship between therms and Dekatherms	
3		2. Daily Pipeline Nomination – modify the definition to include Non-Pooling	
4		Transportation Customers and Pool Operators as this term is used within Appendix	
5		E for Pool Operators and non-Pooling Transportation Customers.	
6		3. Non-Gas Cost Revenue – simplified the definition as Appendix A lists the items	
7		recovered through the GCA	
8		4. Peak Design Day Demand – remove definition as it is no longer used in the Tariff	
9		5. Pooling Agreement – add definition as it was not previously defined but used	
10		throughout the Tariff	
11			
12	В. <u>R</u>	ate Schedules	
13			
14	Q.	What changes to the Rate Schedules are being proposed?	
15	A.	Petitioner's Exhibit No. 17, Attachment KJT-1 and Attachment KJT-2 reflect the	
16		revised Customer Facilities Charges and Distribution Charges as proposed in this	
17		proceeding. In addition, as discussed above, references to the Company's new Tax	
18		Savings Credit Rider and suspended or removed Riders have been revised under the	
19		list of Appendices on each Rate Schedule.	
20			
21	Q.	Is the Company proposing any changes to its current rate structures?	
22	A.	Yes. As Petitioner's Witness Feingold discusses, the Company has proposed two	
23		changes to the current rate structure for the General Transportation Service - Rate	
24		145 rate schedule. First, the Company has proposed to eliminate the three separate	

Customer Facility Charges (i.e. for Groups 1, 2 and 3) and to combine them into one

Currently, all 75 customers in this rate class are charged the Customer Facility Charge for Group 3 because they are all larger customers compared to customers who would be assessed the Customer Facility Charges under Groups 1 and 2.1 This proposed change recognizes that the load characteristics of the customers in this rate class are less diverse than for the customers served under Rate 120 so three separate Customer Facility Charges in Rate 145 are no longer necessary.

Next, as Petitioner's Witness Feingold discusses in greater detail, the Company is proposing to modify the current volumetric breakpoint between the two rate blocks to better reflect the load characteristics of the customers in this rate class. Currently, the initial rate block in the Rate 145 rate schedule includes gas usage up to 500 therms per month and the tail (second) rate block includes gas usage over 500 therms per month. This rate structure is identical to the rate blocks and related breakpoint in the General Sales Service - Rate 120 rate schedule. The Company is proposing to raise the rate block breakpoint in the Rate 145 rate schedule from 500 therms per month to 2,500 therms per month to recognize that customers in that rate class are significantly larger than the customers served under the Rate 120 rate schedule. This proposed change will allow for the equitable recovery from customers of the Company's fixed customer-related costs not recovered through the proposed Customer Facility Charge.

<sup>&</sup>lt;sup>1</sup> The current rate structures under the Rate 120 and Rate 145 rate schedules, which both include three separate Customer Facility Charges (for Groups 1, 2 and 3), were originally designed to recognize the companion relationship between sales service and transportation service, respectively, for the Company's general service customers. As a result, the current rate structures (and base rate levels) are identical for these two rate schedules.

1	Q.	Has the Company provided bill comparisons which show the impact of Vectren
2		South's present and proposed rates on the monthly gas bills of customers of
3		varying sizes in each rate class?
4	A.	Yes. Schedule E-5 of Petitioner's Exhibit No. 18 presents monthly bill comparisons
5		for various ranges of monthly gas consumption for the Company's customers in each
6		of its rate classes. Petitioner's Witness Feingold is sponsoring the derivation of the
7		proposed rates and comparative bills in Schedule E-5 and I am sponsoring the
8		derivation of the bill amounts under present rates.
9		
10	Q.	Please explain why Vectren South's Cost of Service Study ("COSS") excludes
11		Natural Gas Vehicle Service (Rate 129) and Storage Service (Rate 190).
12	A.	In accordance with the Commission's Order approved in Cause No. 44269 dated July
13		3, 2013, Vectren South's Natural Gas Vehicle Service (Rate 129) is a flexible, market-
14		based price for compressed natural gas ("CNG") sold at its Eco Fuel Center for use in
15		natural gas vehicles ("NGVs") and is updated monthly. Vectren South's Storage
16		Service (Rate 190) requires no adjustment in this proceeding.
17		
18	Q.	Does Vectren South propose any other changes to Rate Schedule terms?
19	A.	Yes. The first proposed change is to remove the Contract Language from General
20		Sales Service - Rate 120 as General Sales Service customers under this rate schedule
21		do not enter into a signed contract.
22		
23		The second proposed change is to modify the Contract language, as explained below,
24		within the following Rate Schedules:
25		Rate 145 – General Transportation Service

1		Rate 160 – Large Volume Transportation Service
2		Rate 170 – Contract Transportation Service
3		Rate 180 – Pooling Service
4		Rate 185 – School/Government Pooling Service
5		Rate 190 – Storage Service
6		
7	Q.	Please describe these changes.
8	A.	Currently, the Contract section within these Rate Schedules reflects the following
9		language: "However, in no event shall the contract expire during the Winter Season
10		unless such mid-winter termination date is mutually agreed upon." In addition, Rate
11		180 and 185 also includes "or Pool Operator fails to perform its responsibilities
12		hereunder and Company elects to terminate Pool Operator's Participation hereunder"
13		Vectren South proposes to remove this language because contract customers
14		occasionally seek to modify this language up front and the Tariff language currently
15		restricts the Company's ability to accept customers' proposed modifications.
16		
17	Q.	Please describe the proposed changes to Rate 145 (Sheet No. 15), Rate 160
18		(Sheet No. 17) and Rate 170 (Sheet No. 18) under the Gas Transportation
19		Provisions.
20	A.	Vectren South proposes to replace existing language referring to telephone service to
21		obtain measurement data. The proposed language explains the Company's provisions
22		for installing cellular equipment to allow the Company to receive daily meter reading
23		and clarifies the party responsible for the cost of communication equipment and
24		service.

1 Q. Please describe the proposed changes to Sheet No. 19 (Rate 180 - Pooling 2 Service) and Sheet No. 20 (Rate 185 School/Government Pooling Service). 3 Α. Vectren South proposes clarifications to the basis of financial evaluations for Pooling 4 Service and School/Government Pooling Service. Vectren South proposes to modify 5 this language to remove specific references to trade references, bank information, and 6 unused line of credit, and simplify the language to reference audited financial 7 statements and other related financial information. 8 9 Q. Is the Company proposing any other modifications to Sheet No. 20 (Rate 185 10 School/Government Pooling Service)? 11 Α. Yes. In addition, under Rate 185 (School/Government Pooling Service) the Company 12 is proposing to remove reference to Comparable Firm Capacity Requirement, which 13 does not apply to School/Government Suppliers. 14 15 C. <u>Implementation of Phasing in Rates</u> 16 17 Q. Please describe the Company's proposed methodology of phasing in rates 18 following Commission approval. 19 A. As discussed by Petitioner's Witness Angie M. Bell, the Company is proposing a two-20 step rate implementation to update the entire revenue requirement. The Company's 21 proposal to update more than rate base and capital structure is because of the 22 continued uncertainty surrounding the effects from the COVID-19 pandemic and 23 resulting public health emergency, as further described by Petitioner's Witness 24 Richard C. Leger.

# 1 Q. Please explain the Phase 1 rates proposed.

Upon the issuance of an Order in this Cause, the Company proposes to implement Rates and Charges under Phase 1 based upon the actual rate base and capital structure as of June 30, 2021. Vectren South will make a compliance filing reflecting the resulting Rates and Charges within the Tariff and provide supporting schedules. In addition, at the time of approval, the Compliance System Improvement Adjustment ("CSIA") mechanism will be recalculated to reflect only the recovery or pass back of prior period variances as all capital investment will be included in base rates. The SRC will continue at the level in effect at the time of order issuance in this proceeding.

Α.

A.

#### Q. Please describe Phase 2 rates.

For Phase 2, the Company proposes to (1) update to the actual rate base and depreciation expense (capped at the end of test year level found in the Order) and capital structure as of the end of test year and (2) update the full test year revenue requirement for actual results for calendar year 2021, with Operation and Maintenance Expenses capped at the level found in the Order. Petitioner's Witness Bell describes this process in greater detail. As Witness Bell discusses, once Vectren South has finalized the 2021 financials and prepared the updated revenue requirement schedules, the Company will file these updated schedules with the Commission, together with revised rate schedules to reflect the actual amounts, subject to the caps on rate base and Operation and Maintenance Expenses previously mentioned. Consistent with other Orders issued involving future test year cases, the Company would propose that those rates take effect immediately on an interim-subject-to-refund basis. The Company would propose that other parties to this proceeding be provided a period of sixty days to review this submission and present any objections to the

Commission. If objections are stated, a hearing could be held as needed and rates will be trued up, with carrying charges, retroactive to the date Phase 2 Rates were put into place.

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### D. Appendices and Riders

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- Q. Please describe the rates Vectren South has proposed for the Appendices and Riders.
- 9 A. Certain Appendices and Riders in the proposed Tariff (Petitioner's Exhibit No. 17, 10 Attachments KJT-1 (clean) and Attachment KJT-2 (redline)), reflect rider rates of zero, 11 namely Appendix A (GCA), Appendix G (USF Rider), Appendix I – (EER), Appendix K 12 (CSIA), and Appendix L – (TSCR). During the pendency of this proceeding, Vectren 13 South's riders will continue to be updated in separate regulatory proceedings<sup>2</sup>. At the 14 time of implementing rates in this rate case, Vectren South's Compliance Tariff will 15 reflect, as appropriate, rider rates at the same level as what the Commission has 16 approved in the separate regulatory proceedings, or the appropriate level according to 17 the Commission's order in this proceeding. The Company will include within its 18 Compliance Tariff filing the support for the associated rider rates that change from 19 those in effect at the time of the implementation of new base rates.

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Q. Is the Company proposing any modifications to Appendix A – Gas Cost Adjustment?

<sup>&</sup>lt;sup>2</sup> Vectren South GCA proceedings, Cause No. 37366; Vectren South USF annual compliance filing updates, Cause No. 44455; Vectren South EER filings under Thirty-day administrative rules; Vectren South CSIA proceedings, Cause No. 44429, which currently includes the EADIT Credit Component.

1 Α. Yes. In Vectren South's last base rate proceeding, the Commission authorized the 2 Company to recover in its GCA the gas cost component of bad debt expenses at a 3 fixed bad debt ratio of 0.65%. As supported by Petitioner's Witness Bell, the Company 4 is proposing to utilize 0.37% based on a historical 3-year actual bad debt expenses for 5 2017-2019. Petitioner's Witness Bell supports this adjustment. 6 7 Is the Company proposing any modifications to Appendix B - Normal Q. 8 **Temperature Adjustment?** 9 A. Yes. Appendix B has been updated to reflect the most recent National Oceanic and 10 Atmospheric Administration ("NOAA") 30-year normal weather data for Evansville for 11 1981 through 2010 on Sheet No. 31. 12 13 Q. Is the Company proposing any modifications to Appendix C – Other Charges? 14 A. At this time, Vectren South is not proposing any modifications to the currently effective 15 charges listed within Appendix C. The only update to Appendix C is the renaming of 16 one charge from "Insufficient Funds Check Charge" to "Returned Payment Charge", 17 in addition to modifying the description to replace "check" with "payment" and "bank" 18 with "financial institution". 19 20 Q. Is the Company proposing any modifications to Appendix D – Base Cost of Gas? 21 Α. Yes. Appendix D is contained in the Tariff for informational purposes only. Vectren 22 South has updated this Appendix with the current base cost of gas inclusive of Indiana 23 Utility Receipts Tax ("IURT"). Petitioner's Exhibit No. 18, Schedule E-4.1 includes this 24 same level of base cost of gas (both including and excluding IURT).

1	Q.	Please describe changes to Appendix E – Nomination and Balancing Provisions
2		and Appendix J – School/Government Nomination and Balancing Provisions.
3	A.	The Company has updated the Daily and Monthly Pricing Index on Appendix E (Sheet
4		No. 34, Page 2 of 6) and Appendix J (Sheet No. 39, Pages 2 and 5 of 5) to include
5		ANR Pipeline which is a current pipeline within Vectren South's territory but not
6		reflected within the current Tariff. Similar updates were made to Tariff Sheet No. 61,
7		page 3 of 4 (General Terms and Conditions).
8		
9	Q.	Is Vectren South proposing any changes to Appendix F – Unaccounted For Gas
10		("UAFG") or the recovery of UAFG through the GCA?
11	A.	No. Vectren South will continue its update of Appendix F annually as a compliance
12		filing to reflect changes in the UAFG percentage. The Company will continue to
13		recover in its GCA the actual cost of UAFG volumes, up to the maximum UAFG
14		percentage of 1.2% as approved in Vectren South's last gas base rate proceeding,
15		Cause No. 43112. Vectren South will also continue to include an annual UAFG
16		reconciliation through the twelve months ended August 31 in the GCA which reconciles
17		August gas costs.
18		
19	Q.	Please describe changes to Appendix G – Universal Service Fund Rider.
20	A.	As discussed in more detail later in my testimony, Vectren South proposes to continue
21		the USF Rider and proposes some modifications to the administrative portion of the
22		program.
23		
24	Q.	Is the Company proposing any change to Appendix H - Pipeline Safety
25		Adjustment?

A. As discussed previously, Vectren South is showing Appendix H as suspended within
 the Tariff. Even though Appendix H – Pipeline Safety Adjustment has a zero rate,
 Vectren South will still include Appendix H within the Tariff.

4

- 5 Q. Is the Company proposing any change to Appendix I Energy Efficiency Rider?
- A. No. I will discuss the Company's request to continue the Energy Efficiency Rider mechanism, both the EEFC and decoupling component, later in my testimony.

8

# 9 Q. Is the Company proposing any change to Appendix K – CSIA?

10 A. Yes. The Appendix K has been modified to remove reference to the EADIT Credit
11 which has been recovered through the CSIA. The EADIT Credit will be recovered in
12 the proposed Tax Savings Credit Rider as discussed below. If or when the Company
13 files for approval of a new CSIA plan, the Company will propose modifications to
14 Appendix K which would include the allocation factors based on the Company's
15 proposed non-gas rates as discussed by Petitioner's Witness Feingold.

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#### Q. Is Vectren South proposing any new Riders?

A. Yes. Vectren South is proposing one new Rider: Appendix L - Tax Savings Credit Rider ("TSCR"). Vectren South's current CSIA mechanism includes a component to pass back credits resulting from changes in the Federal tax rates. Vectren proposes to remove this component from the CSIA mechanism and include it in a separate tracker going forward. I will discuss this in further detail later in my testimony. In addition, any future changes to the tax percentage will be captured in the TSCR mechanism.

1	Q.	Is the Company eliminating any riders?
2	A.	The Company's Economic Development Rider (Sheet No. 45 - Rider ED) and Area
3		Development Rider (Sheet No. 46 - Rider AD) both expired on December 31, 2012.
4		Vectren South currently does not have customers on either of these riders and has
5		removed these two Riders from the Tariff.
6		
7	E. <u>C</u>	General Terms and Conditions
8		
9	Q.	Does the Company propose any further changes to the General Terms and
10		Conditions listed on Sheet No. 50 through Sheet No. 62?
11	A.	Not at this time. The only edit shown on Sheet No. 61, Curtailment Procedures, is to
12		add reference to ANR as previously described above.
13		
14	F. <u>A</u>	Affiliate and Cost Allocation Guidelines
15		
16	Q.	Is Vectren South making any substantial changes to the Affiliate and Cost
17		Allocation Guidelines reflected on Tariff Sheet No. 71 through Sheet No. 77?
18	A.	As reflected in the Commission's Order in Cause No. 451093 dated January 16, 2019,
19		"CenterPoint Energy has committed that Vectren Utilities will continue to comply with
20		the existing Affiliate and Cost Allocation Guidelines following closing, and we find such
21		adherence is appropriate, reserving our authority to further investigate these matters
22		in the context of a proceeding over which our jurisdiction is not limited." At this time,
23		Vectren South is not proposing to revise the Affiliate and Cost Allocation Guidelines

 $<sup>^{3}</sup>$  Page 11 of Commission's Order in Cause No. 45109, dated January 16, 2019.

but plans to provide additional information to the Commission after Vectren South converts its financial system to the same as CenterPoint Energy as described by Petitioner's Witness Jeffery S. Myerson.

Vectren South has reviewed the Customer Handling Flowcharts on Tariff Sheet No. 77, pages 3-4 and has proposed revisions to reflect current business practices. Proposed revisions include changing the term of "Affiliate or Non-Affiliate" to reflect "Marketer" and removing references to a "Walk-In" option.

# III. <u>USF RIDER EXTENSION AND PROGRAM MODIFICATIONS</u>

A.

#### Q. Please describe the Universal Service Program ("USP").

The USP was initially approved in 2004 as a pilot program. Since that time, various Orders have extended the USP, and this program remains today to assist low-income residential customers throughout Indiana who qualify for the Indiana Low Income Home Energy Assistance Program ("LIHEAP") during the heating season. As described by Petitioner's Witness Teresa J. Cullum, eligible low-income customers receive bill discounts of 15%, 26% or 32% depending on various eligibility criteria during the winter months of December through May. The Company contributes 30% of total program costs to the USF, and the remainder is funded through the USF Rider.

The current USP was approved by Commission's Order in Cause No. 44455 dated September 10, 2014 which approved a Stipulation and Settlement Agreement ("44455 Settlement Agreement") allowing Vectren South to continue their USP; however, in the

absence of filing a base rate case on or before September 30, 2020, the USP would terminate. The Commission's Order in Cause No. 45405 dated September 23, 2020 found that allowing the USP to terminate on September 30, 2020 is not in the public interest, particularly given the impact of COVID-19 upon the Company's LIHEAP eligible customers, and authorized Vectren South to continue to implement its current USP without modification except to its expiration date, until the Commission approves a final order in the Company's next base rate case proceeding, which is this case.

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#### Q. Please describe other terms of the USF Rider.

The existing USF Rider caps applicable to Vectren South customers are \$0.007 per therm for residential customers, \$0.004 per therm for commercial customers and \$0.001 per therm, with a \$200 per month cap, for industrial customers. Vectren South proposes to continue these per therm caps. Vectren South will also continue to comply with the reporting requirements established in prior Commission Orders approving the USP, including (1) the annual update to USF Rider rates no less than three business days prior to the beginning of the USP program year (October 1 through September 30), and (2) the annual USP informational report due on October 30th of each year containing the following information on a program year basis: ratepayer contributions received; utility contributions made; prior year carryover (if any); bad debt recovery through base rates; bad debt recovery through GCA; net bad debt write off during the program year period; and such other data as may be useful in demonstrating the efficacy of the USP programs.<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> Commission's Order dated December 7, 2011, Cause No. 45094 (page 19) and Commission's Order dated September 10, 2014, Cause No. 44455 (page 8).

Q. What is the bill impact of the USF Rider on Vectren South residential customers?

A. The currently effective Vectren South USF Rider as of October 1, 2020 is \$0.0041 per therm. Based on an average use per residential customer of 652 therms per year, Vectren South customers are each contributing \$2.67 towards the USP annually. If the USF Rider rate was at the cap of \$0.0007 per therm, a residential customer would contribute approximately \$4.56 per year. As Petitioner's Witness Cullum states, the

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Q. Please describe Vectren South's proposed changes to Appendix G – USF Rider.

USP benefitted 3,454 residential customers during the 2018/2019 heating season.

As discussed by Petitioner's Witness Cullum, the Company proposes to (1) continue the USP for low-income customers until such time as the Company requests the program to be terminated, (2) maintain the Company's contribution level at 30% of program costs, and (3) maintain the bill discount percentages of 15%, 26%, and 32% with the option to adjust in future heating seasons depending on changes made to LIHEAP customer eligibility requirements. The Company also proposes to align income eligibility requirements with recent state changes (from Federal Poverty Levels to State Median Income) for purposes of both low-income customers qualifying for USP discounts and the Company's Crisis Hardship Program.

Given the ongoing COVID-19 pandemic, the Company believes continuing the USP is in the public's interest and will continue to provide needed ratepayer assistance.

#### IV. CONTINUATION OF EER INCLUDING DECOUPLING

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- 3 Q. Please describe Vectren South's request with respect to the EER (including 4 decoupling) in this proceeding.
- 5 A. Petitioner's Witness Rina H. Harris supports the Company's request to offer the energy 6 efficiency portfolio of programs defined in its 2020 – 2025 Market Potential Study and 7 Action Plan ("MPSAP") for program years 2022 - 2025 (the "2022 - 2025 Plan"). The 8 2022 - 2025 Plan is defined as beginning January 1, 2022 through December 31, 9 2025 with the goal of reducing residential, commercial and industrial (C&I) customer 10 usage by approximately 3 million therms annually over the four-year term. Vectren 11 South is also requesting to extend the EER through December 31, 2025.

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Q. Please describe Appendix I, the EER.

14 A. In the December 1, 2006 Order in consolidated Cause Nos. 42943 and 43046, the Commission approved a settlement agreement between the Settling Parties (the "2006 16 Efficiency Settlement") and authorized Vectren's first portfolio of energy efficiency programs and the EEFC and SRC of the EER. Vectren recovers costs associated with 18 implementing its energy efficiency programs through the EEFC, which are allocated between Vectren North and Vectren South based on customer counts. The SRC effectuates the decoupling of Vectren's fixed-cost recovery from sales of natural gas to its residential and commercial customers thereby removing the disincentive to 22 support such sales reductions. The SRC is used to calculate and recover, as 23 applicable, the differences between actual margins and adjusted order-granted 24 margins for the applicable rate schedules. Decoupling continues to be a widely used 25 ratemaking tool in the natural gas industry that has been accepted as an appropriate

complement to utility-sponsored energy savings programs. Energy efficiency programs benefit customers by reducing the quantity of energy they consume and therefore the amount they pay for their natural gas bill. Reduced consumption can be harmful to a utility that recovers any portion of its fixed costs through volumetric rates. Decoupling breaks the utility's reliance on sales volume to recover its fixed costs, thereby removing any financial harm a utility would otherwise risk by promoting energy efficiency programs designed to reduce usage.

In the August 18, 2011 Order in Cause No. 44019 ("44019 Order"), the Commission approved a settlement agreement between the Settling Parties (the "2011 Efficiency Settlement") that extended the energy efficiency programs and the EER through December 31, 2015. The 2011 Efficiency Settlement included a cap at 4% above the prior year residential margin on the SRC applicable to residential customers. Any amount above the 4% cap was to be deferred until the next EER filing, provided it does not result in exceeding the cap that year, or until the next base rate case. The 2011 Efficiency Settlement also limited the deferral of amounts above the 4% annual residential cap to an annual level of \$1.5 million for Vectren South.

In the September 9, 2015 Order in Cause No. 44598 ("44598 Order"), the Commission approved a settlement agreement, with modifications, between the Settling Parties (the "2015 Efficiency Settlement") that extended the energy efficiency programs and the EER through December 31, 2019.

In the July 17, 2019 Order in Cause No. 45222, ("45222 Order"), the Commission approved an extension of the energy efficiency programs and EER until the issuance

1 of final Orders in this pending base rate case filing. With respect to the SRC, Vectren 2 South sought to maintain the 4% cap on the SRC with amounts above the 4% cap to 3 be deferred until the next EER filing or Petitioners' next base rate case. The deferral 4 of the \$1.5 million for Vectren South per program year would continue to apply. 5 6 Q. What is Vectren South proposing with respect to any period of time between the 7 issuance of an order in this case and January 1, 2022? 8 Α. As I noted, our current plan continues through the issuance of an order in this Cause, 9 and it would be expected that the Order in this Cause may be issued two to four months 10 before the end of 2021. Witness Harris proposes program years 2022-2025. Vectren 11 South proposes that the 2020 program (which will be in place for most of 2021 as a 12 result of the Order in Cause No. 45222) continue through the end of 2021. This 13 includes continuation of the EER as I have described it. 14 15 Q. What Rate Schedules does the EER apply to? 16 Α. The EER is applicable to residential and general service customers. For Vectren 17 South, the applicable Rate Schedules are Residential Sales (Rate 110), General 18 Service Sales (Rate 120), and School/Government Transportation Service (Rate 125). 19 20 Q. Does Vectren South's request contemplate any changes to the EEFC or SRC? 21 Α. The Company proposes that decoupling continue through the SRC until the issuance 22 of an Order by the Commission in Vectren South's next general rate case, and that it 23 continue in the same format as approved in Cause No. 45222. Petitioner's Exhibit No. 24 18, Schedule E-5.1 reflects the Decoupling – Rate Case Monthly Split of Margin Per 25 Customer (as proposed) for the applicable rate schedules to be used in the SRC

calculation following the Commission's Order in this proceeding. The terms of the 2015 Efficiency Settlement will remain in place. Vectren South proposes to continue making its annual EER filings on or around March 31 of each year, with adjusted EER rates effective on or around May 1 of each year. The Company will continue to utilize the Commission's 30-Day administrative process for its EER filings.

# V. TAX SAVINGS CREDIT RIDER

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Q. Please describe how Vectren South has dealt with the effect on its rates from the enactment of the Tax Cuts and Jobs Act ("TCJA") in 2017.

In Cause No. 45032, the Commission opened the larger investigation into the impacts of the TCJA on Indiana utilities and customers, subsequently dividing the investigation into two phases. Phase I was to address the immediate impact on customer rates and charges associated with the reduction in the federal tax income rate from 35% to 21%. In the first phase, Vectren South's revised base rates and charges were approved effective June 1, 2018.

In the second phase, in a subdocket created for Vectren South (Cause No. 45032-S21), the Company addressed all other issues, specifically (1) the treatment and subsequent credits to customers of Excess Accumulated Deferred Income Tax ("EADIT") liability balances arising from the revaluation of Accumulated Deferred Income Tax balances at the lower federal tax rate ("EADIT Credit"), and (2) the treatment of the accrued regulatory liability established to capture the difference in collections between the 35% effective Federal tax rate reflected in base rates and the

revised 21% Federal tax rate effective January 1, 2018 ("Tax Refund Credit").

The Commission approved a Stipulation and Settlement Agreement in Cause No. 45032-S21 ("Vectren South TCJA Order") on August 29, 2018, addressing the impacts on Vectren South and its customers resulting from the TCJA. The Vectren South TCJA Order approved a settlement between Vectren South, the Indiana Office of Utility Consumer Counsel ("OUCC"), and the Indiana Industrial Group (collectively, 'the Settling Parties") on the treatment of cost savings and other credits attributed to the TCJA. The Vectren South TCJA Order specifies that the EADIT Credit and the Tax Refund Credit are to be included within Vectren South's CSIA proceedings.

Α.

#### Q. How have customers received the Tax Refund Credit and EADIT Credit?

The EADIT Credit has been included annually in Vectren South's fall (October 1) CSIA filing, allocated consistent with the allocations defined in the Vectren South TCJA Order and noted later in my testimony, and credited to customers over a 12-month period. This credit represents amortization of the EADIT liability using the Average Rates Assumption Method ("ARAM") for the normalized or protected<sup>5</sup> balance, and a straight-line 10-year amortization period for the unprotected balance.

The Tax Credit, representing the excess collection from January 1, 2018 through May 31, 2018, was included in TDSIC-9, approved and effective January 30, 2019, as a

<sup>&</sup>lt;sup>5</sup> Normalized or protected, as defined by Internal Revenue Service requirements, are those balances associated with property, plant and equipment. ARAM results in the amortization over the remaining regulatory life of the asset, which is approximately 30-years for Vectren South.

1 component of the over or under-recovery variance, and credited to customers over a 2 six-month period. 3 4 Q. Has the Company revised the EADIT Credit? 5 Yes. In Vectren South's TDSIC-10 proceeding, and as noted within Attachment A to Α. 6 the Settlement Agreement approved in the Vectren South TCJA Order, the total EADIT 7 balance and annual amortization amounts were subject to change pending finalization 8 of Vectren South's tax return, which was to be filed no later than October 15, 2018. 9 The filed tax return reflected changes to the EADIT balance driven by: 10 (1) The systematic calculation of ARAM within Vectren South's tax system, Power 11 Tax, which aligned the plant-related deferred taxes and associated EADIT liability 12 to the asset-specific life; 13 (2) The finalizing of 2017 tax results, including incorporation of guidance on the 14 accounting for TCJA impacts, issued by the Internal Revenue Service in August 15 2018; and 16 (3) The impacts of the change in the Federal income tax on Indiana State tax deferrals. 17 18 Within TDSIC-10, Vectren South adjusted the EADIT Credit to match the annual 19 amortization amounts from the finalized tax return. The annual amortization schedule 20 presented in TDSIC-10 is unchanged, and Vectren South will continue to use this 21 annual amortization schedule to support the EADIT Credit in the proposed TSCR 22 mechanism. 23 24 What is the Company's proposal for continuing the EADIT Credit through the Q. 25 new TSCR mechanism?

A. Vectren South proposes to remove the EADIT Credit component from the CSIA mechanism and create a separate rider in order to pass back tax credits to customers as a result of the Vectren South TCJA Order. Vectren South will maintain the same allocation and rate design as currently approved through the CSIA. For residential (Rate 110) customers, the allocated amounts are divided by the projected number of customers in Rate 110, and then divided by 12, to determine the monthly credit applicable to residential customers. For all other Rate Schedules (Rates 120/125/129/145, 160, and 170), the allocated amounts are divided by projected annual billing quantities for each Rate Schedule to determine the credit per therm applicable to those Rate Schedules.

A.

A.

# Q. Will the new TSCR mechanism capture future changes in the income tax rates and the resulting federal EADIT balance?

Yes. As I will explain, our proposed new TSCR mechanism will also capture future changes in the statutory federal and state income tax rates and effects on EADIT would be addressed in a sub-docket proceeding with the Commission.

#### Q. Has the Company prepared schedules for the new TSCR mechanism?

Yes. Petitioner's Exhibit No. 17, Attachment KJT-3 reflects illustrative TSCR schedules. Vectren South TCJA Order in Cause No. 45032-S21 defined the annual amortization of the EADIT Credit for Vectren South. The annual amounts are grossed up using the revenue conversion factor as sponsored by Petitioner's Witness Bell on in this proceeding and evenly divided by month to determine the credit applicable for the annual effective period. The allocation percentages reflect the Vectren South TCJA Order allocation percentages. These allocation percentages are applied to the total

EADIT Credit projected for the annual period to determine the credit amounts to each rate schedule. In accordance with the Vectren South TCJA Order, the calculation of the EADIT Credit rate (or charge) per unit follows the same methodology used to determine the CSIA revenue requirement.

# Q. Is Vectren South proposing a reconciliation in the TSCR mechanism?

A. Each annual TSCR filing will include a reconciliation of actual credits to authorized credits for the twelve-month period ending August 31.

## Q. Please describe the annual filing process for the TSCR mechanism.

A. The Company proposes to make the annual filing on or before November 1<sup>st</sup> each year utilizing the Commission's 30-Day administrative process, with revised TSCR rates and charges effective January 1 of each year.

# Q. Please describe the transition of the EADIT Credit from the CSIA mechanism to the TSCR mechanism.

A. The EADIT Credits will continue to be reflected in the CSIA mechanism through the projection period ending December 31, 2021 (Cause No. 44429-TDSIC 14 filing to be made April 1, 2021 and proposed to be in effect July 2021 through December 31, 2021). If the Commission Order in this base rate proceeding is issued prior to full recovery of TDSIC-14 period (e.g. prior to December 31, 2021), the Company will reset the CSIA rates and charges to only include prior period variances, and reflect the EADIT Credit Component within the initial TSCR rates and charges at the same level as what already existed in TDSIC-14. For purposes of aligning the Tariff with the schedules presented within the Rate Case, the TSCR proposed tariff reflect charges

as presented in <u>Petitioner's Exhibit No. 18</u>, Schedule E-4.1. At the time of implementing rates in this rate case, the TSCR will reflect the EADIT Credit at the same level as what will be included in TDSIC-14.

The first TSCR annual filing will be made on or before November 1, 2021 to reflect the projection period of January 2022 through December 2022. Depending on the effective date of new base rates, this first TSCR annual update may not include a reconciliation through August 31, 2021, as prior EADIT credits were included in the CSIA mechanism.

The second TSCR annual filing (to be made on or before November 1, 2022) will reconcile the twelve-month period ending August 31, 2021 and project EADIT Credits for the annual period January 2023 through December 2023. Below is an illustration of which mechanism the EADIT Credits will flow through and the respective Projection and Reconciliation periods.

Mechanism	<b>EADIT Projection Period</b>	Reconciliation Period
TDSIC-13	Jan – Jun 2021	Jan – Jun 2020
TDSIC-14	Jul – Dec 2021 <sup>6</sup>	Jul – Dec 2020
TSCR-0	Same level as TDSIC-14	Not Applicable
TSCR-1	Jan – Dec 2022	Through Aug 2021 <sup>7</sup>
TSCR-2	Jan – Dec 2023	Sep 2021 – Aug 2022
TSCR-3	Jan – Dec 2024	Sep 2022 – Aug 2023

# Q. You mentioned that the new TSCR rider would also capture future changes in the tax rate. Please explain.

<sup>&</sup>lt;sup>6</sup> CSIA rates and charges will be reset to zero at the time of Commission approval revising base rates in this proceeding.

<sup>&</sup>lt;sup>7</sup> Reconciliation of TSCR dependent on effective date of new base rates and charges and initial TSCR.

Yes. In the event of future legislation that would change either the federal or state income tax rate, the Company would propose the new TSCR rider would adjust the rates to reflect the new statutory rate and would function much like the first phase did in Cause No. 45032. Just as directed in the Commission's February 16, 2018 Order in that Cause, the Company would file a petition in a new docket seeking an adjustment to the TSCR rider to adjust all of the rates and charges to reflect "the difference between (1) the amount of federal [or state] taxes that the given Rate or Charge was designed to recover based on the tax rate in effect at the time the Rate or Charge was approved and (2) the amount of federal taxes that would have been embedded in the given Rate or Charge had the new tax rate applicable to [Vectren South] as a result of the [new legislation] been in effect at the time of approval." Cause No. 45032 (IURC 2/16/2018), p. 2. Also, as in Cause No. 45032, the Company would propose creating a sub-docket to evaluate any effects of changes in EADIT (positive or negative) resulting from the change. Finally and again like in Cause No. 45032, the Company would request that Vectren South be authorized to use regulatory accounting, such as the use of regulatory assets and liabilities, for all calculated differences resulting from the new legislation and what would have been recorded if the legislation did not go into effect until such time as the change can be fully reflected in Vectren South's rates.

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- Q. Why are you requesting the new TSCR rider be applied to flow through future changes in the income tax rates as you propose?
- A. The TCJA and the resulting investigation taught us that income tax rate changes can be very material, they can take effect abruptly and therefore be volatile, and they are completely outside of the Company's control. Accordingly, being prepared for future

changes in the income tax rates is a "lesson learned" from the enactment of the TCJA and the ensuing investigation. As the Commission explained in rejecting one utility's objection to lowering its rates in one of the sub-dockets during the TCJA investigation: "Because taxes are a pass-through expense, a change in the federal income tax rate should have no substantive bearing on whether a utility is or is not earning its authorized return. We also note that the nature of the income tax component of the revenue requirement makes it different than many other types of expenses because the rate of the burden is defined in statute rather than dependent on the management actions of the utility." Cause No. 45032-S3 (IURC 10/9/2018) (Sycamore Gas), p. 6.

## VI. MINIMUM STANDARD FILING REQUIREMENTS

Α.

Q. Please describe how the Minimum Standard Filing Requirements ("MSFRs") are organized and being submitted.

Consistent with GAO 2013-5, Vectren South is submitting the information and working papers required by the Commission MSFRs in conjunction with its Case-in-Chief. Vectren South is filing with a Forward-Looking Test Year of the twelve-months ending December 31, 2021, and a Base Period of the twelve-months ending December 31, 2019. Petitioner's Exhibit No. 17, Attachment KJT-4 shows the table of contents which will be included at the beginning of each volume of MSFR. The page numbering in the footer of all MSFR volumes will be sequential (e.g. MSFR Pages 1 through 591). For MSFR responses with supporting documents, the header will reflect the IAC reference; for example, 170 IAC 1-5-6(1)(A). To the extent a Company witness is including supporting materials within their attachments or work papers, the MSFR response will

Petitioner's Exhibit No. 17 Cause No. 45447 Vectren South Page 35 of 35

1		include the specific reference to such supporting documents.
2		
3		
4	VII.	CONCLUSION
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6	Q.	Does this conclude your prepared direct testimony?
7	A.	Yes, it does.

# **VERIFICATION**

I, Katie J. Tieken, affirm under the penalties of perjury that the forgoing representations of fact in my Direct Testimony are true to the best of my knowledge, information and belief.

Katie J. Tieken

Dated: October 30, 2020

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# SOUTHERN INDIANA GAS AND ELECTRIC COMPANY D/B/A VECTREN ENERGY DELIVERY OF INDIANA, INC.

(VECTREN SOUTH)

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

ISSUED PURSUANT TO ORDER OF THE INDIANA UTILITY REGULATORY COMMISSION IN CAUSE NO. 45447, EFFECTIVE \_\_\_\_\_\_.

Communications concerning this tariff may be addressed to:

Mail: Regulatory and Rates Department

Vectren, A CenterPoint Energy Company

One Vectren Square Evansville, IN 47708

Telephone: 800-227-1376

Email: CustomerCareEVV@CenterPointEnergy.com

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# **TARIFF SHEET INDEX**

Tariff Sheet No.

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13	125	SCHOOL/GOVERNMENT TRANSPORTATION SERVICE
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33	D	BASE COST OF GAS
34 35	E F	NOMINATION AND BALANCING PROVISIONS UNACCOUNTED FOR GAS PERCENTAGE
36	G	UNIVERSAL SERVICE FUND RIDER
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Sheet No. 2

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

# **TARIFF SHEET INDEX**

Tariff Sheet No.

Description

	RULE	GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE
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	2	ALL AGREEMENTS TO BE INCORPORATED IN CONTRACT
	3	ASSIGNMENT OF CONTRACT
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51	6	EXTENSION OF COMPANY'S FACILITIES
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	8	CUSTOMER'S RESPONSIBILITY FOR COST OF FACILITIES MODIFICATIONS
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53	10	CUSTOMER'S PIPING, APPLIANCES AND EQUIPMENT
	11	ACCESS TO CUSTOMER'S PREMISES
54	12	PREDICATION OF RATE SCHEDULES
	13	CUSTOMER'S SELECTION OF RATE SCHEDULE
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	22	NOTICE BY COMPANY
60	23	GAS SERVICE TO MOBILE HOME PARKS
61	24	CURTAILMENT PROCEDURES
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62	26	SERVICE CONTRACTS
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	28	VIOLATION OF RULES

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# **TARIFF SHEET INDEX**

Tariff Sheet No.

# Description

	SECTION	AFFILIATE AND COST ALLOCATION GUIDELINES
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71	2	DEFINITIONS FOR AFFILIATE GUIDELINES
72	3	GENERAL AFFILIATE GUIDELINES
73	4	SPECIFIC AFFILIATE GUIDELINES
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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

# **LOCATIONS SERVED**

# **Cities, Towns and Unincorporated Communities**

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

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# LOCATIONS SERVED Locations Served by County

<u>Daviess</u>
Cannelburg
Montgomery
Washington

Gibson
Buckskin
Francisco
Ft. Branch
Haubstadt
Hazleton
Mackey
Oakland City
Owensville
Patoka
Princeton
Somerville

Knox
Bicknell
Bruceville
Decker
Edwardsport
Freelandville
Monroe City

St James

Warrenton

Oaktown
Sandborn
Vincennes
Westphalia
Wheatland

Martin Loogootee

Pike
Alford
Algiers
Otwell
Petersburg
Spurgeon
Stendel
Velpen
Winslow

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

Spencer Chrisney Hatfield Midway Richland City Rockport <u>Vanderburgh</u>

Darmstadt
Daylight
Earle
Evansville
Inglefield
Kasson
McCutchanville
St. Joseph

Warrick
Boonville
Chandler
Dayville
Elberfeld
Lynnville
Newburgh
Paradise
Stevenson Station
Tennyson

Yankeetown

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# **DEFINITIONS**

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

# Abbreviations:

Btu – British Thermal Unit Ccf – Hundred Cubic Feet

**Cf** – Cubic Foot

**Cfh** – Cubic Feet per Hour

**Dth** – Ten therms or One Dekatherm

FERC - Federal Energy Regulatory Commission

GCA - Gas Cost Adjustment

**IURC** – Indiana Utility Regulatory Commission

Mcf - Thousand Cubic Feet

**OUCC** – Indiana Office of Utility Consumer Counselor

**PSIG** – Pounds per square inch gauge

- Alternate Fuel The form of energy used by Customer in place of Gas Service during Curtailment Periods. Gas Service provided by Company under another Rate Schedule shall not qualify as an Alternate Fuel.
- **Annual Usage** Customer's actual total gas usage for the most recent twelve consecutive billing months or Company's estimate of Customer's total gas usage for twelve consecutive billing months when actual usage information is not available.
- **Bill** An itemized list or statement of fees and charges for Gas Service, Contract Services, or other services provided by Company. A Bill may be rendered by mail or by electronic means.
- **British Thermal Unit** The average amount of heat necessary to increase the temperature of one pound of water by 1° Fahrenheit in the temperature range of 32° to 212° Fahrenheit at 14.73 pounds per square inch absolute pressure.
- **Btu Adjustment Factor** The average Btu content of gas supplied to Customer, as determined periodically by Company, which is applied to Customer's metered volumetric usage to determine therm usage for billing purposes.
- **Bypass** A direct or indirect interconnection of Customer's Premises with another supplier of gas service resulting in the displacement of or substantial reduction in Gas Service provided by Company.
- **Cashout** The monetary settlement of over-delivery and under-delivery gas imbalances between Company and Pool Operators, School/Government Suppliers, or Transportation Customers.
- **Central Clock Time (CCT)** Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.
- **Compressed Natural Gas (CNG) Service** Gas Service for the express and limited purpose of fueling a vehicle.

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# **DEFINITIONS**

- Commercial Customer Any Customer primarily engaged in wholesale or retail trade and services (including central heating and air conditioning facilities of apartment complexes), any local, state and federal governmental agency, and any Customer not covered by another classification. When Gas Service is supplied through one meter to an apartment house or multiple unit dwelling, the service shall be classified as Commercial, in which case the applicable Non-Residential service Rate Schedule shall apply.
- **Commission** The Indiana Utility Regulatory Commission.
- **Commission's Regulations** The Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana, as promulgated from time to time by the Commission.
- **Company** Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. (Vectren South).
- **Company-Supplied Gas** Gas purchased by Company for resale to Customer.
- **Company's General Terms and Conditions** General Terms and Conditions Applicable to Gas Service, as amended from time to time, and as approved by the Commission as part of this Tariff for Gas Service.
- **Curtailment** The interruption or limitation of the Gas Service available to Customer pursuant to Company's Curtailment Procedures.
- **Curtailment Period** The period of time, as specified by Company, during which Gas Service is subject to Curtailment.
- **Curtailment Procedures –** Rule 24 of Company's General Terms and Conditions.
- **Customer** Any individual, partnership, association, firm, public or private corporation or any other entity receiving Gas Service provided by Company with its consent. A Customer shall include any person receiving Gas Service from Company irrespective of whether that person is the individual in whose name the Gas Service is being received.
- **Customer-Delivered Gas** Gas delivered by Customer, or on Customer's behalf, to Company's distribution system.
- **Daily Pipeline Nomination** Nomination made by School/Government Suppliers, Non-Pooling Transportation Customers, or Pool Operators on pipeline's EBB indicating the quantity of gas being delivered to Company's city gate.
- **Daily Transportation Nomination** Nomination made by School/Government Supplier on Company's EBB indicating the quantity of gas being delivered to Company's city gate.
- **Directed Delivery Quantity (DDQ)** The daily quantity of gas in Dth that School/Government Supplier must deliver to Company's city gates, as specified by Company, to meet the Expected Demand of School/Government Supplier's Pool, adjusted for prior imbalances associated with volume reconciliations, operating constraints, system knowledge/experience, and Company's Unaccounted for Gas Percentage.
- **Educational Institution** An institution administering or providing educational programs from kindergarten through post-secondary level.

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# **DEFINITIONS**

- **Electronic Bulletin Board (EBB or Extranet)** Company's electronic communications software that facilitates nominations, confirmation and other administrative functions associated with Transportation Service.
- **Expected Demand –** A School/Government Supplier's Pool's forecasted usage for a particular gas day, as determined by Company.
- **Gas Cost Adjustment -** Gas cost recovery process approved for the Company through various Commission orders, including the Commission's generic orders in Cause No. 37091.
- **Gas Service** The availability of natural gas or a mixture of natural gas and other compatible gases at Company's point of delivery to Customer, irrespective of whether any such gas is actually consumed.
- **Government Entity** any non-Residential Customer who is an agency or entity of Federal, State, County or Local Government.
- **Group 1** Company's designation for a Customer served by a meter with a rated capacity of 450 Cfh or less.
- **Group 2** Company's designation for a Customer served by a meter with a rated capacity of greater than 450 Cfh and less than 5000 Cfh.
- **Group 3** Company's designation for a Customer served by a meter with a rated capacity of 5000 Cfh or greater.
- **Heating Degree-Day** A standard measure of the coldness of the temperatures experienced, based on the extent to which the daily mean temperature falls below a reference temperature of 65° Fahrenheit.
- **Industrial Customer** A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.
- Interruptible Service Gas Sales Service subject to Curtailment and requiring Customer to maintain Alternative Fuel capability.
- **Maximum Daily Usage –** Customer's maximum actual gas usage or Company's estimate of Customer's maximum gas usage for any 24 hour period.
- **Mobile Home Park –** Residential development which includes ten or more permanent Mobile Home sites.
- **Non-Gas Cost Revenue –** Revenue received by Company from Customer excluding all costs recovered through the Gas Cost Adjustment.
- Non-Residential Customer Any Customer that is not a Residential Customer.
- Operational Flow Order (OFO) An order issued by the Company via its EBB, fax machine, or telephone directing Pool Operator, School/Government Supplier or Transportation Customer to deliver specific quantities of gas via specific pipelines.

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# **DEFINITIONS**

- **Operating System –** Any portion of Company's distribution system for which gas deliveries and gas demands must be balanced separately from other portions of the distribution system, due to operational and contractual limitations.
- **Pool –** A group of Transportation Customers who have been aggregated by a Pool Operator or School/Government Supplier for gas supply management purposes.
- **Pool Operator** A marketer, supplier, or Transportation Customer(s) that provides gas supply management for a Pool.
- **Pool Operator-Delivered Gas** Gas delivered by a Pool Operator, or on behalf of a Pool Operator, to Company's distribution system.
- **Pooling Agreement** An agreement between Company and Pool Operator that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 180 Pooling Service.
- **Premises** The main residence or living quarters for a Residential Customer, or the main building of a Commercial or Industrial Customer. The Premises shall include the outlying or adjacent buildings used by the same Customer, provided the use of Gas Service in the outlying or adjacent building(s) is supplemental to the service used in the main residence, main living quarters, or main building of Customer.
- Rate Schedule A Gas Service applicable to a particular classification of Customer with specific Availability, Applicability, Character of Service, Rates and Charges, and Terms and Conditions.
- **Residential Customer** Customer using Gas Service primarily for a single family dwelling unit, mobile home, apartment unit or condominium.
- Sales Customer A Customer receiving Sales Service from Company.
- Sales Service Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.
- **School/Government Supplier –** A gas supplier that provides gas supply management for a Pool of Customers for which an Educational Institution or Government Entity is responsible for payment of rates and charges to Company.
- **School/Government Pooling Agreement -** An agreement between Company and School/Government Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 185-School/Government Pooling Service.
- **School/Government Supplier–Delivered Gas** Gas delivered by a School/Government Supplier, or on behalf of a School/Government Supplier, to Company's distribution system.
- **School/Government Transportation Agreement** Written agreement between Company and Educational Institution or Government Entity defining Terms and Conditions of the Educational Institution or Government Entity's Gas Service.
- **Service Area –** Areas in which Company has Gas Service available or may offer Gas Service, as certified by the Commission.

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12 Sheet No. 4 Original Page 5 of 5

# **DEFINITIONS**

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

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

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

**Therm** – 100,000 Btu.

Throughput – The sum of Sales and Transportation Service quantities.

Transportation Customer – A Customer receiving Transportation Service from Company.

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

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

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

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# RATE 110 RESIDENTIAL SALES SERVICE

# **AVAILABILITY**

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

# **APPLICABILITY**

This Rate Schedule shall be applicable only to Residential Customers.

# **CHARACTER OF SERVICE**

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

### **RATES AND CHARGES**

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

# **Customer Facilities Charge:**

\$35.00

# **Distribution Charge:**

First 50 therms @ \$0.3638 per therm Over 50 therms @ \$0.2924 per therm

# Appendices:

The following Appendices shall be applied monthly, if applicable:

- Appendix A Gas Cost Adjustment
- Appendix B Normal Temperature Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix I Energy Efficiency Rider
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

# Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

# Other Charges:

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

### **TERMS AND CONDITIONS**

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

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# RATE 120 GENERAL SALES SERVICE

# **AVAILABILITY**

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

# **APPLICABILITY**

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

# **CHARACTER OF SERVICE**

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

# **RATE AND CHARGES**

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

# **Customer Facilities Charge:**

Group 1: \$35.00 Group 2: \$70.00 Group 3: \$135.00

# **Distribution Charge:**

First 500 Therms @ \$0.3643 per therm Over 500 therms @ \$0.2677 per therm

# Appendices:

The following Appendices shall be applied monthly, if applicable:

- Appendix A Gas Cost Adjustment
- Appendix B Normal Temperature Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix I Energy Efficiency Rider
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

# Other Charges:

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

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# RATE 120 GENERAL SALES SERVICE

# **CURTAILMENT**

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

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

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

# **TERMS AND CONDITIONS**

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

Sheet No. 13 Original Page 1 of 3

# RATE 125 SCHOOL/GOVERNMENT TRANSPORTATION SERVICE

# **AVAILABILITY**

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

# **APPLICABILITY**

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

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

### **CHARACTER OF SERVICE**

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

### **RATES AND CHARGES**

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

# **Customer Facilities Charge -**

Group 1: \$35.00 Group 2: \$70.00 Group 3: \$135.00

# **Distribution Charge -**

First 500 therms @ \$0.3643 per therm Over 500 therms @ \$0.2677 per therm

# Appendices:

The following Appendices shall be applied monthly, if applicable:

- Appendix A Gas Cost Adjustment
- Appendix B Normal Temperature Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix I Energy Efficiency Rider
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

# Related Charges -

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

Sheet No. 13 Original Page 2 of 3

# RATE 125 SCHOOL/GOVERNMENT TRANSPORTATION SERVICE

# Minimum Monthly Charge -

The Minimum Monthly Charge shall be the Customer Facilities Charge.

# Other Charges -

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

# Switching Charges -

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

# **CURTAILMENT**

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

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

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

# SCHOOL/GOVERNMENT TRANSPORTATION PROVISIONS

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

- (1) A School/Government Transportation Service Customer must become a member of a Pool pursuant to the provisions of Rate 185, School/Government Pooling Service. School/Government Supplier will be responsible for managing the Pool's gas supply. Customer shall enter into a School/Government Transportation Agreement with Company that designates its selected School/Government Supplier from a list of approved School/Government Suppliers that have signed School/Government Pooling Agreements with Company. Such elections will carry over from month to month unless Customer and School/Government Supplier notify Company of any change at least ten (10) business days prior to the start of a new month.
- (2) Customer's prior delinquencies must be cured prior to commencing participation in School/Government Transportation Service, unless otherwise agreed to in advance by Company. School/Government Transportation Service will be effective as of Customer's next read date.
- (3) In the event of default of the School/Government Supplier, Customer shall be returned to Sales Service or may designate another School/Government Supplier. Customer shall be liable for its portion of applicable charges owed by defaulting School/Government Suppliers, as determined by Company after review of all available facts and circumstances including documented deliveries and consumption.

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# RATE 125 SCHOOL/GOVERNMENT TRANSPORTATION SERVICE

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

# **TERMS AND CONDITIONS**

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

Sheet No. 14 Original Page 1 of 1

# RATE 129 NATURAL GAS VEHICLE SERVICE

### **AVAILABILITY**

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

# **APPLICABILITY**

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

# **CHARACTER OF SERVICE**

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

# **RATES AND CHARGES**

# **Maximum Distribution Charge:**

\$1.4585 per therm

# **Distribution Charge:**

\$0.7434 per therm

# Appendices:

# The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

# Taxes:

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

# Competitive Flexibility:

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

# Other Charges:

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

#### **TERMS AND CONDITIONS**

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

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# RATE 145 GENERAL TRANSPORTATION SERVICE

### **AVAILABILITY**

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

# **APPLICABILITY**

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

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

### **CHARACTER OF SERVICE**

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

#### **RATES AND CHARGES**

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

### **Customer Facilities Charge:**

\$250.00

# **Distribution Charge:**

First 2,500 therms @ \$0.2063 per therm Over 2,500 therms @ \$0.1913 per therm

# Appendices:

The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

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

### **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### Other Charges -

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

Sheet No. 15 Original Page 2 of 3

# RATE 145 GENERAL TRANSPORTATION SERVICE

# **CONTRACT**

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

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

# **CURTAILMENT**

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

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

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

# **GAS TRANSPORTATION PROVISIONS**

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

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

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# RATE 145 GENERAL TRANSPORTATION SERVICE

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

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

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

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas.
- (6) Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

# **TERMS AND CONDITIONS**

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

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# RATE 160 LARGE VOLUME TRANSPORTATION SERVICE

# **AVAILABILITY**

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

# **APPLICABILITY**

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

# **CHARACTER OF SERVICE**

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

# **RATES AND CHARGES**

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

# **Customer Facilities Charge:**

\$800.00

# **Distribution Charge:**

First 50,000 therms @ \$0.1206 per therm Next 200,000 therms @ \$0.1035 per therm Over 250,000 therms @ \$0.0873 per therm

# Appendices:

The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

# **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

# Other Charges:

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

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

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# RATE 160 LARGE VOLUME TRANSPORTATION SERVICE

# **CONTRACT**

Customer shall enter into a written contract that specifies, the hourly and daily maximum gas requirements of Customer, and any other terms reasonably required by Company. The Contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

# **GAS TRANSPORTATION PROVISIONS**

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

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

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

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

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

# RATE 160 LARGE VOLUME TRANSPORTATION SERVICE

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas
- (6) Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

# **TERMS AND CONDITIONS**

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

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# RATE 170 CONTRACT TRANSPORTATION SERVICE

# **AVAILABILITY**

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

# **APPLICABILITY**

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

# **CHARACTER OF SERVICE**

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

# **RATES AND CHARGES**

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

# **Customer Facilities Charge:**

\$1,600.00

# **Distribution Charge:**

First 1,750,000 therms @ \$0.0333 per therm Next 1,750,000 therms @ \$0.0175 per therm Over 3,500,000 therms @ \$0.0076 per therm

# Appendices:

The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

# **Minimum Monthly Charge:**

The Minimum Monthly Charge shall be the Customer Facilities Charge.

# Related Charges:

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

#### Other Charges:

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

### **CONTRACT**

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

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# RATE 170 CONTRACT TRANSPORTATION SERVICE

# **GAS TRANSPORTATION PROVISIONS**

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

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

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

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

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

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# RATE 170 CONTRACT TRANSPORTATION SERVICE

# **TERMS AND RENDERED CONDITIONS**

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

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# RATE 180 POOLING SERVICE

# **APPLICABILITY**

Pooling Service is an optional service applicable to any Pool Operator and any Transportation Customer under Rates 145, 160, or 170 that designates a Pool Operator to manage its gas supplies as part of an aggregated Customer Pool.

# **CHARACTER OF SERVICE**

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

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

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

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any daily and monthly imbalance Cashouts, and applicable charges. Transportation Customer shall remain responsible for all charges under its applicable Rate Schedule 145, 160, or 170.

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

# **SUMMARY OF CHARGES**

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

#### Financial Evaluation Fee:

\$50 for the initial and each subsequent Pool Operator financial evaluation performed by Company.

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

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

Sheet No. 19 Original Page 2 of 4

# RATE 180 POOLING SERVICE

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

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

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

# PROVISIONS AND REQUIREMENTS FOR TRANSPORTATION CUSTOMER PARTICIPATION

Transportation Customer shall comply with the following provisions and requirements:

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

**Initiation of Pooling Service:** An existing Rate 145, 160, or 170 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with the Customer's next meter reading date.

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

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

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

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# RATE 180 POOLING SERVICE

# PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions:

### Contract:

Pool Operator must enter into a written Pooling Agreement with Company. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by the Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customers. The Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

# **Creditworthiness Standards and Requirements:**

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

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

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

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# RATE 180 POOLING SERVICE

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

# **Unaccounted For Gas Percentage:**

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

# **Nomination and Balancing Procedures:**

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

#### **Curtailment Provisions:**

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

# **Required Regulatory Approvals:**

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

# **Termination of Pooling Service Participation:**

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

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

#### **WAIVER OF CHARGES**

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

# **TERMS AND CONDITIONS**

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

# **APPLICABILITY**

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

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of School/Government Pooling Service for Rate 125, School/Government Transportation Service Customers.

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

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

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

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

#### **SUMMARY OF CHARGES**

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

#### Financial Evaluation Fee:

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

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

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

# **Nomination Error Charge:**

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

# **DDQ Non-Compliance Charge:**

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

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

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

# **OFO Non-Compliance Charge:**

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

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

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

thereof, of non-payment, an additional charge of one percent of the total unpaid balance shall be assessed.

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

# PROVISIONS AND REQUIREMENTS FOR SCHOOL/GOVERNMENT SUPPLIER PARTICIPATION

School/Government Supplier shall comply with the following provisions:

#### Contract:

School/Government Supplier must enter into a written School/Government Pooling Agreement with Company. Such School/Government Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and School/Government Supplier under this Rate Schedule on behalf of the School/Government Supplier's Pool Customers. The School/Government Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

# **Creditworthiness Standards and Requirements:**

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

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

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

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

# School/Government Supplier Code of Conduct

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

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

- 3. Refrain from engaging in communications, acts or practices that are fraudulent, deceptive, misleading, unfair, or unconscionable.
- 4. Deliver gas to Company on a firm basis on behalf of the School/Government Supplier's Pool Customers in accordance with the requirements of Rate 185 and the School/Government Pooling Agreement.
- 5. Establish and maintain a creditworthy financial position to enable School/Government Supplier to indemnify Company for costs incurred as a result of any failure by School/Government Supplier to deliver gas or pay invoices in accordance with the requirements of this Rate Schedule.
- 6. Make good faith efforts to resolve all disputes between School/Government Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.

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

# **Required Regulatory Approvals:**

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

# **TERMS AND CONDITIONS**

# **Unaccounted for Percentage:**

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

# **Nomination and Balancing Procedures:**

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

# **Company Demand Forecast:**

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

# **Curtailment Provisions:**

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

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

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

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

# School/Government Supplier Operator Withdrawal or Termination:

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

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

### Other

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

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### RATE 190 STORAGE SERVICE

#### **AVAILABILITY**

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

#### **APPLICABILITY**

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

#### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Storage Service.

#### **RATES AND CHARGES**

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

**Capacity Charge:** The Capacity Charge each month shall be \$1.1398 per Dekatherm multiplied by the Maximum Daily Quantity.

#### **Inventory Charge:**

The Inventory Charge shall be \$0.0104 per Dekatherm multiplied by the average inventory balance of gas that Company has held for Customer's account during the month. The average inventory balance shall be the average of the Dekatherms of gas held for the Customer's account during each day of the month.

#### Injection Retention:

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

#### Minimum Monthly Charge:

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

#### Other Charges:

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

#### **CONTRACT**

Prior to initiation of Storage Service, a written contract shall be executed between Company and Customer. The contract shall specify Customer's Maximum Daily Quantity in Dekatherms. The contract shall have a minimum term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

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## RATE 190 STORAGE SERVICE

#### **GAS STORAGE PROVISIONS**

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

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

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

#### **TERMS AND CONDITIONS**

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

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## APPENDIX A GAS COST ADJUSTMENT

#### **APPLICABILITY**

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

#### **DESCRIPTION**

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

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

#### **GCA CHARGES - Dollars per Therm**

#### Applicable GCAs

Rate Schedul	<u>e Service</u>	Estimated (\$ per Therm) <u>Month 1</u>	Estimated (\$ per Therm) <u>Month 2</u>	Estimated (\$ per Therm) Month 3
110	Sales	\$0.0000	\$0.0000	\$0.0000
120	Sales	\$0.0000	\$0.0000	\$0.0000
125	Transportation	\$0.0000	\$0.0000	\$0.0000
129	Sales	\$0.0000	\$0.0000	\$0.0000
145	Transportation	\$0.0000	\$0.0000	\$0.0000
160	Transportation	\$0.0000	\$0.0000	\$0.0000
170	Transportation	\$0.0000	\$0.0000	\$0.0000

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

The billed amount for each Rate 110, 120 and 125 Customer shall be subject to a Normal Temperature Adjustment (NTA) for each bill rendered during the seven winter billing periods commencing with Customer's first meter read date after October 14<sup>th</sup>.

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

#### **NTA COMPUTATION**

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

= NTA Therms x NTA Margin

#### **NTA THERMS**

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

NTA Therms = [Actual <u>Usage - Base Load Usage</u>] x [Normal Degree Days - Actual Degree Days] Actual Degree Days

#### **NTA MARGIN**

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

#### **BASE LOAD THERMS**

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

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

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

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

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

Petitioner's Exhibit No. 17 Attachment KJT-1 Vectren South Page 41 of 98

Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12 Sheet No. 31 Original Page 2 of 4

## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

Normal Degree Days for the NTA are determined by the days included in each Customer's billing period. Normal Degree Days in a leap year (a year consisting of 366 days) differ from those in non-leap years (years consisting of 365 days). Applicable Normal Degree Days tables for leap and non-leap years, as determined in Company's most recent general rate case, follow.

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

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

Sheet No. 31 Original Page 3 of 4

# APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

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

#### **NON-LEAP YEAR**

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

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## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

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

#### **LEAP YEAR**

Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD	Date	NDD
Jul 1	0	Aug 22	0	Oct 13	7	Dec 4	26	Jan 25	32	Mar 17	18	May 8	4
Jul 2	0	Aug 23	0	Oct 14	8	Dec 5	27	Jan 26	32	Mar 18	18	May 9	4
Jul 3	0	Aug 24	0	Oct 15	8	Dec 6	27	Jan 27	32	Mar 19	18	May 10	3
Jul 4	0	Aug 25	0	Oct 16	8	Dec 7	27	Jan 28	32	Mar 20	17	May 11	3
Jul 5	0	Aug 26	0	Oct 17	8	Dec 8	28	Jan 29	32	Mar 21	17	May 12	3
Jul 6	0	Aug 27	0	Oct 18	9	Dec 9	28	Jan 30	32	Mar 22	17	May 13	3
Jul 7	0	Aug 28	0	Oct 19	9	Dec 10	28	Jan 31	32	Mar 23	16	May 14	3
Jul 8	0	Aug 29	0	Oct 20	9	Dec 11	29	Feb 1	32	Mar 24	16	May 15	3
Jul 9	0	Aug 30	0	Oct 21	9	Dec 12	29	Feb 2	31	Mar 25	16	May 16	3
Jul 10	0	Aug 31	0	Oct 22	10	Dec 13	29	Feb 3	31	Mar 26	15	May 17	2
Jul 11	0	Sep 1	0	Oct 23	10	Dec 14	29	Feb 4	31	Mar 27	15	May 18	2
Jul 12	0	Sep 2	0	Oct 24	10	Dec 15	30	Feb 5	31	Mar 28	15	May 19	2
Jul 13	0	Sep 3	0	Oct 25	11	Dec 16	30	Feb 6	31	Mar 29	15	May 20	2
Jul 14	0	Sep 4	0	Oct 26	11	Dec 17	30	Feb 7	31	Mar 30	14	May 21	2
Jul 15	0	Sep 5	0	Oct 27	11	Dec 18	30	Feb 8	30	Mar 31	14	May 22	2
Jul 16	0	Sep 6	0	Oct 28	11	Dec 19	30	Feb 9	30	Apr 1	14	May 23	2
Jul 17	0	Sep 7	0	Oct 29	12	Dec 20	31	Feb 10	30	Apr 2	13	May 24	2
Jul 18	0	Sep 8	0	Oct 30	12	Dec 21	31	Feb 11	30	Apr 3	13	May 25	1
Jul 19	0	Sep 9	0	Oct 31	12	Dec 22	31	Feb 12	29	Apr 4	13	May 26	1
Jul 20	0	Sep 10	0	Nov 1	13	Dec 23	31	Feb 13	29	Apr 5	12	May 27	1
Jul 21	0	Sep 11	1	Nov 2	13	Dec 24	31	Feb 14	29	Apr 6	12	May 28	1
Jul 22	0	Sep 12	1	Nov 3	13	Dec 25	31	Feb 15	28	Apr 7	12	May 29	1
Jul 23	0	Sep 13	1	Nov 4	14	Dec 26	32	Feb 16	28	Apr 8	12	May 30	1
Jul 24	0	Sep 14	1	Nov 5	14	Dec 27	32	Feb 17	28	Apr 9	11	May 31	1
Jul 25	0	Sep 15	1	Nov 6	15	Dec 28	32	Feb 18	28	Apr 10	11	Jun 1	1
Jul 26	0	Sep 16	1	Nov 7	15	Dec 29	32	Feb 19	27	Apr 11	11	Jun 2	1
Jul 27	0	Sep 17	1	Nov 8	15	Dec 30	32	Feb 20	27	Apr 12	10	Jun 3	1
Jul 28	0	Sep 18	2	Nov 9	16	Dec 31	32	Feb 21	27	Apr 13	10	Jun 4	0
Jul 29	0	Sep 19	2	Nov 10	16	Jan 1	32	Feb 22	26	Apr 14	10	Jun 5	0
Jul 30	0	Sep 20	2	Nov 11	17	Jan 2	32	Feb 23	26	Apr 15	9	Jun 6	0
Jul 31	0	Sep 21	2	Nov 12	17	Jan 3	32	Feb 24	26	Apr 16	9	Jun 7	0
Aug 1	0	Sep 22	2	Nov 13	17	Jan 4	32	Feb 25	25	Apr 17	9	Jun 8	0
Aug 2	0	Sep 23	3	Nov 14	18	Jan 5	32	Feb 26	25	Apr 18	9	Jun 9	0
Aug 3	0	Sep 24	3	Nov 15	18	Jan 6	33	Feb 27	25	Apr 19	8	Jun 10	0
Aug 4	0	Sep 25	3	Nov 16	19	Jan 7	33	Feb 28	24	Apr 20	8	Jun 11	0
Aug 5	0	Sep 26	3	Nov 17	19	Jan 8	33	Feb 29	24	Apr 21	8	Jun 12	0
Aug 6	0	Sep 27	4	Nov 18	20	Jan 9	33	Mar 1	24	Apr 22	7	Jun 13	0
Aug 7	0	Sep 28	4	Nov 19	20	Jan 10	33	Mar 2	23	Apr 23	7	Jun 14	0
Aug 8	0	Sep 29	4	Nov 20	21	Jan 11	33	Mar 3	23	Apr 24	7	Jun 15	0
Aug 9	0	Sep 30	4	Nov 21	21	Jan 12	33	Mar 4	23	Apr 25	6	Jun 16	0
Aug 10	0	Oct 1	5	Nov 22	21	Jan 13	33	Mar 5	22	Apr 26	6	Jun 17	0
Aug 11	0	Oct 2	5	Nov 23	22	Jan 14	33	Mar 6	22	Apr 27	6	Jun 18	0
Aug 12	0	Oct 3	5	Nov 24	22	Jan 15	33	Mar 7	22	Apr 28	6	Jun 19	0
Aug 13	0	Oct 4	5	Nov 25	23	Jan 16	33	Mar 8	21	Apr 29	5	Jun 20	0
Aug 14	0	Oct 5	6	Nov 26	23	Jan 17	33	Mar 9	21	Apr 30	5	Jun 21	0
Aug 15	0	Oct 6	6	Nov 27	24	Jan 18	33	Mar 10	21	May 1	5	Jun 22	0
Aug 16	0	Oct 7	6	Nov 28	24	Jan 19	33	Mar 11	20	May 2	5	Jun 23	0
Aug 17	0	Oct 8	6	Nov 29	24	Jan 20	33	Mar 12	20	May 3	4	Jun 24	0
Aug 18	0	Oct 9	7	Nov 30	25	Jan 21	33	Mar 13	20	May 4	4	Jun 25	0
Aug 19	0	Oct 10	7	Dec 1	25	Jan 22	33	Mar 14	19	May 5	4	Jun 26	0
Aug 20	0	Oct 11	7	Dec 2	26	Jan 23	33	Mar 15	19	May 6	4	Jun 27	0
Aug 21	0	Oct 12	7	Dec 3	26	Jan 24	32	Mar 16	19	May 7	4	Jun 28	0
, tag 2 1		300.12	•	2000	20	Juli 2-7	02	.viai 10	10	IVIGY 1		Jun 29	0
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Effective:

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## APPENDIX C OTHER CHARGES

#### **Late Payment Charge:**

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

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

#### Reconnect Charge:

When Gas Service is discontinued (1) at the request of Customer, (2) for nonpayment of a Bill, (3) when authorized by Company's General Terms and Conditions or the Commission's Regulations, or (4) for any reason beyond the control of Company, and a reestablishment of Gas Service is required by Customer, Customer shall be charged a Reconnect Charge to cover a part of the cost of discontinuance and reestablishment of Gas Service. Such charge shall be fifty-five dollars (\$55.00). In addition, when Gas Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After-Hours Charge.

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

#### After Hours Charge:

When Gas Service is connected, reconnected or disconnected after normal business hours at Customer's request, Customer shall be charged an After Hours Charge of forty-five dollars (\$45.00) in addition to any other applicable charges for each connection, reconnection or disconnection.

#### **Returned Payment Charge:**

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

#### **Unauthorized Gas Usage Charge:**

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

#### Fraudulent or Unapproved Use of Gas:

When the Company detects fraudulent or unapproved use of gas, or the Company's regulation, measuring equipment or other service facilities have been tampered with, Company may assess the actual costs for such field calls and repairs, in addition to the other costs pursuant to Rule 27 of the Company's General Terms and Conditions. A minimum charge of sixty-five dollars (\$65.00) per occurrence shall apply.

#### Summary Billing Charge:

Bills provided by Company summarizing charges for Educational Institutions and Government Entities who are registered users of vectren.com are subject to a \$45.00 charge.

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## APPENDIX D BASE COST OF GAS

For informational purposes, the Base Cost of Gas determined in the general rate proceeding in Cause No. 45447, effective \_\_\_\_\_ is as set forth in the following table. The Base Cost of gas is not reflected in the Base Rates and Charges of the Rate Schedules; all gas costs are recovered through Appendix A, Gas Cost Adjustment.

#### Base Cost of Gas (\$ per Therm)

Rate Schedule	<u>Service</u>	Commodity	<u>Demand</u>	<u>Total</u>
110	Sales	\$0.2987	\$0.0582	\$0.3569
120	Sales	\$0.2987	\$0.0582	\$0.3569
125	Transportation	\$0.0000	\$0.0000	\$0.0000
129	Sales	\$0.2987	\$0.0582	\$0.3569
145	Transportation	\$0.0000	\$0.0000	\$0.0000
160	Transportation	\$0.0000	\$0.0000	\$0.0000
170	Transportation	\$0.0000	\$0.0000	\$0.0000

Effective:

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **APPLICABILITY**

The following Provisions shall apply to Pool Operators and to non-Pooling Transportation Customers being provided Gas Service under Rates 145, 160 and 170. Therefore, for purposes of this Appendix E only, the term "Pool Operator", "Pool Customer" and "Pool" when used in the provisions below shall also mean "non-Pooling Transportation Customer."

#### **NOMINATION PROVISIONS**

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

Company may require Pool Operator to allocate its Daily Pipeline Nomination to specified city-gate pipeline delivery points based on minimum and maximum allocation percentages, which Company may revise from time to time, based on operational considerations. Company may decline to accept Pool Operator's Daily Pipeline Nominations or deliveries that do not comply with these city-gate allocation percentage requirements.

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

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

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

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

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **BALANCING PROVISIONS**

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

The following definitions shall apply:

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

- (1) Texas Gas, Zone SL;
- (2) Chicago City-Gates; or
- (3) ANR.

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

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

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

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

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

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

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

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

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

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **DAILY BALANCING PROVISIONS**

Pool Operator shall be obligated to balance its Pool Customers' total usage ("Total Daily Usage") with the aggregated total daily deliveries of Pool Operator-Owned Gas by the pipeline, as adjusted to reflect Company's system line loss percentage as specified in Appendix F ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the Total Daily Usage is greater than or less than the Pool Operator's Total Daily Deliveries.

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

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

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

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

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

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

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### MONTHLY BALANCING PROVISIONS

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

**Monthly Under-Delivery Imbalance:** If the Total Monthly Deliveries for Pool Operator's account at the end of the month are less than its Pool Customers' Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 5% shall be Cashed out with the Company. Pool Operator shall pay Company for Monthly Under-Delivery Imbalance Quantities greater than 5% of Total Monthly Usage pursuant to the following:

- (1) 1.1 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
- (2) 1.2 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Monthly Usage; plus,
- (3) 1.4 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 25% of Total Monthly Usage; plus
- (4) Applicable taxes.

**Monthly Over-Delivery Imbalance:** If the Total Monthly Deliveries for Pool Operator's account at the end of the month are greater than its Pool Customer's Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 5% shall be Cashed out with the Company. Company shall pay Pool Operator for Monthly Over-Delivery Imbalance Quantities greater than 5% of Total Monthly Usage pursuant to the following:

- (1) 0.9 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus:
- (2) 0.8 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Monthly Usage; plus
- (3) 0.6 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance that is greater than 25% of Total Monthly Usage.

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **OPERATIONAL FLOW ORDERS**

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

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

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

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

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

If Pool Operator's Daily Over-Delivery Imbalance Quantity is greater than 3% of its Total Daily Usage, Company may refuse to receive such excess quantities from the pipeline(s). If Company receives such excess quantities, they shall be Cashed out with the Company. Company shall pay the Pool Operator for each Dekatherm of Daily Over-Delivery Imbalance Quantities greater than three (3) percent of Total Daily Usage, the lesser of the lowest incremental gas cost paid by Company on the date of non-compliance or the Daily Over- Delivery Charge. Pool Operator shall pay Company the following:

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

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **IMBALANCE TRADING**

Pool Operator may trade daily and monthly imbalance quantities with other Pool Operators or Non-Pooling Transportation Customers to reduce or eliminate its imbalances. Imbalance Trading is subject to the following Terms and Conditions:

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

#### **WAIVER OF CHARGES**

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

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## APPENDIX F UNACCOUNTED FOR GAS PERCENTAGE

#### **APPLICABILITY**

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

#### **DESCRIPTION**

0.8 % of the quantities received by Company from Transportation Customer, School/Government Supplier or Pool Operator at a point of receipt on the Company's distribution system shall be retained by Company to compensate for unaccounted for gas.

The Unaccounted For Gas Percentage stated above shall be adjusted periodically by the Company, through updating of this Appendix, to reflect any changes in the unaccounted for gas percentage.

Effective:

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## APPENDIX G UNIVERSAL SERVICE FUND RIDER

#### **APPLICABILITY**

The Universal Service Fund ("USF") Rider, established in accordance with the Commission's Orders in Cause Nos. 42590, 43078, 43669, 44094, 44455 and 45405, recovers the unfunded balance in the USF from customers receiving service under all rate schedules.

#### **RATES AND CHARGES**

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

Rate Schedule	USF Rider (per therm)
110	\$0.0041
120	\$0.0014
125	\$0.0014
129	\$0.0014
145 (1)	\$0.0002
160 (1)	\$0.0002
170 (1)	\$0.0002

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

Effective:

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# APPENDIX H PIPELINE SAFETY ADJUSTMENT (SUSPENDED)

#### **APPLICABILITY**

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

#### **DESCRIPTION**

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

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

#### **Transmission Component:**

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

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

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

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

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

#### **Distribution Component:**

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

Recoveries of actual DIMP Implementation Expenses shall be capped at \$400,000 annually1.

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# APPENDIX H PIPELINE SAFETY ADJUSTMENT (SUSPENDED)

(Continued)

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

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

#### Reconciliation

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

#### **PSA CHARGES**

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

Rate Schedule	Transmission Component (\$ per Therm)	Distribution Component (\$ per Therm)	Total PSA Charge (\$ per Therm)
110	\$0.0000	\$0.0000	\$0.0000
120/125/129/145	\$0.0000	\$0.0000	\$0.0000
160	\$0.0000	\$0.0000	\$0.0000
170	\$0.0000	\$0.0000	\$0.0000

Effective:

<sup>1</sup> The Commission's order in Cause No. 44042 establishes the DIMP Implementation Expenses cap and provides for further review of such expenses in excess of that cap.

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### APPENDIX I ENERGY EFFICIENCY RIDER

#### **APPLICABILITY**

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

Rate 110 - Residential Sales Service

Rate 120 – General Sales Service

Rate 125 – School/Government Transportation Service

#### **DESCRIPTION**

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

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

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

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

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

#### Sales Reconciliation Component (SRC):

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

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

Company shall defer the calculated differences between Actual Margins and Adjusted Order Granted Margins for subsequent return or recovery via the SRC. Annually, Company shall reflect in a revised SRC the accumulated monthly margin differences. Margin differences from Residential Customers eligible for recovery in the EER annually are capped at 4% of adjusted order granted margins attributable to Residential Customers (as approved in Cause No. 45447) applicable to the previous year. Any actual margin differences from Residential Customers in excess of the 4% SRC cap (up to \$1.5 million per year) will be deferred for future recovery either in a future EER filing, with the annual residential SRC amount still subject to the 4% cap, or in a future rate case.

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

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12 Sheet No. 38 Original Page 2 of 2

## APPENDIX I ENERGY EFFICIENCY RIDER

#### **ENERGY EFFICIENCY RIDER RATE**

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

Rate Schedule	(A) <u>Energy Efficiency</u> Funding Component	(B) <u>Sales Reconciliation</u> Component	(A) + (B) <u>Energy Efficiency</u> Rider Rate
110	\$0.00000	\$0.00000	\$0.00000
120/125	\$0.00000	\$0.00000	\$0.00000

All rates are given in \$/therm

Effective:

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12 Sheet No. 39 Original Page 1 of 5

# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

#### **APPLICABILITY**

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

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

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

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

#### **BALANCING PROVISIONS**

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

The following definitions shall apply:

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

- (1) Texas Gas, Zone SL;
- (2) Chicago City-Gates; or
- (3) ANR.

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

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

#### **DAILY BALANCING PROVISIONS**

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

#### **Daily Under-Delivery Imbalance:**

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

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

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

#### Daily Over-Delivery Imbalance:

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

# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

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

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

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

#### **OPERATIONAL FLOW ORDERS**

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

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

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

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

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

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

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

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

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

#### **IMBALANCE TRADING**

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

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

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# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

#### **VOLUME RECONCILIATIONS**

#### **Annual Reconciliation:**

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

School/Government Supplier will eliminate any annual imbalances via either:

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

at the "Weighted Average Imbalance Price" calculated based on

- (1) School/Government Supplier deliveries; and
- (2) the arithmetic average of the "Monthly Contract Index" prices published as reported by <u>Inside FERC's Gas Market Report</u> in the table "Prices of Spot Gas Deliveries to Pipelines" for the applicable months during the period of delivery to:
  - (1) Texas Gas Transmission Corp., Zone SL;
  - (2) Upper Midwest, Chicago City-Gates; or
  - (3) ANR.

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

#### **WAIVER OF CHARGES**

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

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## APPENDIX K COMPLIANCE AND SYSTEM IMPROVEMENT ADJUSTMENT

#### **APPLICABILITY**

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

#### **DESCRIPTION**

The CSIA shall include, as approved by the Commission:

- (1) In Cause No. 44429, recovery of costs incurred pursuant to Federally Mandated Projects ("Compliance") as provided for in Ind. Code Ch. 8-1-8.4; and
- (2) In Cause No. 44429, recovery of costs associated with Company's TDSIC Plan ("TDSIC") as provided for in Ind. Code Ch. 8-1-39 for the purposes of safety, reliability, system modernization, or economic development.

#### Reconciliation

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

#### Allocation Percentages

CSIA costs and EADIT Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. 44429-TDSIC-4.

	Compliance Allocation	TDSIC Allocation
Rate Schedule	<u>Percentage</u>	<u>Percentage</u>
110	67.17%	65.65%
120/125/129/145	21.92%	31.67%
160	7.99%	1.96%
170	2.92%	0.72%

#### **CSIA Charges**

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

Rate Schedule	<u>\$ per Month</u>	<u>\$ per Therm</u>
110	\$0.00	
120/125/129/145		\$0.0000
160		\$0.0000
170		\$0.0000

Effective:

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## APPENDIX L TAX SAVINGS CREDIT RIDER

#### **APPLICABILITY**

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

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

#### **DESCRIPTION**

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

#### Reconciliation

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

#### Allocation Percentages

EADIT Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. 45032-S21.

	EADIT Credit
Rate Schedule	Allocation Percentage
110	67.17%
120/125/129/145	21.92%
160	7.99%
170	2.92%

#### **TSCR Charges**

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

Rate Schedule	\$ per Month	\$ per Therm
110	\$(0.00)	
120/125/129/145	, ,	\$(0.0000)
160		\$(0.0000)
170		\$(0.0000)

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### **APPLICABILITY**

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

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

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

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

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

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

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

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

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

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

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

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

- A. The obligation of Company to provide any extension of facilities shall be subject to the Restrictions and Curtailments of Gas Service made effective pursuant to other provisions of Company's Terms and Conditions and as otherwise provided by law.
  - 1) Company shall provide to any Customer, without charge, a Standard Installation. A Standard Installation shall consist of up to 150 feet of underground service pipe to be supplied by a distribution main operating at 60 psig or less along with a meter and other equipment necessary to provide the service. All costs in excess of such Standard Installation shall be included along with the cost of distribution mains in the economic tests described in Rules 6.B. and 6.C.
- B. Except as provided for in Rule 6.C., upon request for Gas Service by a prospective Customer or a group of prospective Customers located in the same area, Company will extend without charge its facilities including distribution mains, underground service pipes, meters and other equipment necessary to provide the service provided:
  - 1) that Company's estimate of its Non- Gas Cost revenue from such Gas Services provided to the prospective Customer(s) for a period of five and one-half (5.5) years is equivalent to or in excess of Company's estimate of the following:
    - a. the cost of such distribution main(s), and
    - b. the cost in excess of a Standard Installation as defined in Rule 6.A. (1). and;
  - 2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- C. Upon request for Gas Service by a prospective Customer in a Rural Area, or a group of prospective Customers located in the same Rural Area, that is (or are) eligible to receive service under Rate 110- Residential Sales Service or Rate 120-General Sales Service, Company will extend without charge its facilities including distribution mains, underground service pipes, and other equipment necessary to provide the service provided:
  - 1) that Company's estimate of its Non-Gas Cost Revenue from such Gas Services provided to the prospective Customer(s) for a period of twenty (20) years is equivalent to or in excess of Company's estimate of the following:
    - a. the cost of such distribution main(s), and
    - b. the cost in excess of a Standard Installation as defined in Rule 6.A. (1). and;
  - 2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved; and
  - 3) Company's capital investment in extension of facilities to such Rural Areas pursuant to Rule 6.C. (1) on and after January 1, 2014 through December 31, 2020 has not exceeded \$1,000,000.
  - 4) "Rural Area" is defined, for purposes of this Rule 6.C. as any area within Company's service territory that is unincorporated, or other areas as approved by the Commission.

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## APPLICABLE TO GAS SERVICE

- D. If the cost of the facilities necessary to provide the Gas Service requested exceeds the applicable without-charge limit; Company may require either a deposit or adequate provision of the payment of a deposit equal to the cost of the facilities extension in excess of the withoutcharge limit.
- E. Any refundable extension deposit accepted by Company shall be subject to refund until the expiration of the six-year contract period. For each Customer connected to the extension, Company shall refund an amount by which five and one-half (5.5) times the estimated annual Non-Gas Cost Revenue for gas appliances actually installed exceeds the estimated cost of connecting such Customer. At no time shall the aggregate refund made to any depositor exceed the amount of extension deposit received from such depositor.
- F. Upon request for Gas Service by a prospective Customer where, in Company's opinion, the facilities extension is of such length and the prospective revenue which may be developed by it is so meager as to make it doubtful whether the revenue from the extension would ever pay a fair return on the investment involved, or in the case of a real estate development with slight or no immediate demand for service, or in the case of Industrial installations requiring slight or irregular service and requiring extensive equipment, such facilities extension requests shall be submitted to the Commission for investigation and determination as to the convenience and necessity of such extension, and if so required, the conditions under which they shall be made.
- G. Targeted Economic Development Projects pursuant to Ind. Code Ch. 8-1-39 are excluded from the provisions of Rules 6.B.1 and 6.C.1.

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 7. COMPANY'S SERVICES. METERS AND APPURTENANCES

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

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

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

#### 9. COMPANY PROPERTY AND PROTECTION THEREOF

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

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

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

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

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

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

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 12. PREDICATION OF RATE SCHEDULES

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

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

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

#### 14. GAS SERVICE FOR RESALE

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

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

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 15. METERING

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

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 16. BILLING

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

#### 17. PAYMENT OF BILLS

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

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

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

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

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

#### 20. DISCONTINUANCE OF SERVICE WITHOUT NOTICE

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

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

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

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 21. <u>LIMITATIONS OF LIABILITY</u>

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

#### 22. NOTICE BY COMPANY

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

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

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

The obligation of Company to provide any extension of facilities shall be subject to the restrictions. limitations and curtailments of service made effective pursuant to other provisions of Company's Terms and Conditions. Subject to the foregoing, Company shall provide Gas Service to a Mobile Home Park ("Park") under the following conditions:

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

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

- Fuel Lines. The Park Operator or mobile home Customer shall furnish, install, and maintain all fuel lines beyond Company's meters to the point of connection with the mobile home piping. The fuel lines to individual mobile home sites shall be:
  - 1. Adequately sized to provide minimum pressure drop, but in no case less than 3/4" pipe,
  - 2. Equipped with a terminal shutoff at a point adjacent to the mobile home, and
  - 3. Connected to the mobile home piping with either a semi-rigid tube or all-metallic flexible connector that shall be looped to prevent strain caused by settling or movement of the mobile home.
- Meter Protection. The Park Operator shall provide substantial protection satisfactory to Company for the gas riser and meter so as to minimize the likelihood of damage by moving of the mobile home.
- Relocation of Facilities. The Park Operator shall keep the gas distribution system free and clear of any obstruction that will interfere with the maintenance of the system and shall not construct or maintain any structure over Company's distribution mains or services. When there is a change in the Park's operation or construction which, in the judgment of Company, makes the relocation of the gas facilities necessary, or if relocation is requested by the Park, Company will move such facilities at the Park's expense to a location acceptable to Company to be provided by the Park.
- Rate Schedule. Gas Service will be supplied and metered separately to each single I. occupancy dwelling unit and/or such Park facility under the applicable Rate Schedule.

# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 24. CURTAILMENT PROCEDURES

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

- A. <u>Definitions</u>. For the purpose of this Rule, the following terms shall have the meanings defined below:
  - (1) <u>Firm Curtailment Customer</u>. A Firm Curtailment Customer shall mean any Customer whose Average Daily Throughput in any billing month during or subsequent to the Base Period exceeds 1,000 therms.
  - (2) <u>Average Daily Throughput</u>. The Average Daily Throughput for any Base Period billing month shall be the Firm Curtailment Customer's metered Throughput during such month divided by the number of days in the month.
  - (3) **Base Period**. The Base Period is any twelve consecutive billing months as established by Company.
  - (4) **Normal Monthly Throughput**. The Normal Monthly Throughput shall be the Firm Curtailment Customer's metered Throughput during each billing month of the Base Period. These quantities may be adjusted by Company for unusual circumstances.
  - (5) <u>Human Needs Customers</u>. Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.
  - (6) **Gas Supply Curtailment**. Curtailment resulting from insufficient quantities of Company-supplied gas to meet the existing and reasonably anticipated demands of Company's Sales Customers, temporarily supplied School/Government Suppliers' Pool Customers, or to protect and replenish Company's gas storage reserves.
  - (7) <u>Capacity Curtailment</u>. Curtailment resulting from insufficient distribution system capacity to supply Gas Services to Company's Gas Service Customers.
  - (8) Plant Protection Level The minimum quantity of Gas Service for Firm Curtailment Customers required by Customer to prevent endangering the health or safety of personnel, or to prevent extensive damage to Customer's facilities, equipment, or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed but shall not include Gas Service required to maintain plant production.

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

#### B1. Gas Supply Curtailment Sequence.

- (1) First, Rate 145, 160 and 170 Non-Pooling Transportation Customers and Pool Operators' and School/Government Suppliers' Pools (under Rate Schedules 180 and 185) shall be subject to the Cold Weather OFO in Appendix E and Appendix J as applicable.
- (2) Next, as determined by Company, all Firm Curtailment Customers' purchases of Company-supplied gas shall be limited to either:
  - (a) their respective Average Daily Throughput each day over any portion of the billing month. or
  - (b) their respective Normal Monthly Throughput.
- (3) Next, as determined by Company, all Firm Curtailment Customers' purchases of Company-supplied gas shall be curtailed pro-rata, either:
  - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Average Daily Throughput, or
  - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

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

- (4) Next, all Firm Curtailment Customers' purchases of Company-supplied gas shall be curtailed to a daily quantity equal to their respective Plant Protection Levels.
- (5) Next, Rate 145, 160 and 170 Non-Pooling Transportation Customers transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered supply shall be diverted to use for Company Supply.
- (6) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Customer.

# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

- (7) Compensation for the diversion of Customers' transportation gas quantities as provided for in Rules 24(B1)(5), for each Dekatherm of diverted gas each day will be in the amount of:
  - (a) The applicable Daily Midpoint Price per Dekatherm as reported in <u>Gas Daily</u> in the table "Daily Price Survey", for delivery to:
    - 1) Texas Gas, Zone SL, or
    - 2) Chicago City-Gates, plus
    - 3) ANR
  - (b) the maximum interruptible transportation rate, including all applicable surcharges, for the applicable pipeline delivering the diverted gas to Company's system; plus
  - (c) The average premium paid by the Company (stated on a per dekatherm basis) to firm gas suppliers.

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

#### B2. Capacity Curtailment Sequence.

- (1) First, Rate 145, 160 and 170 Non-Pooling Transportation Customers and Pool Operators' and School/Government Suppliers' Pools (under Rate Schedules 180 and 185) shall be subject to the Cold Weather OFO in Appendix E and Appendix J as applicable.
- (2) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-supplied gas, as applicable, shall be limited to either:
  - (a) their respective Average Daily Throughput each day over any portion of the billing month, or
  - (b) their respective Normal Monthly Throughput.
- (3) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-supplied gas, as applicable, shall be curtailed pro-rata, either:
  - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Daily Throughput, or
  - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

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

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

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### C. Curtailment Notification.

- (1) Company shall give notification of Curtailment in the most effective manner possible and as much in advance as reasonably possible with regard to the existing circumstances and the number of Customers to be notified.
- (2) If reasonably possible, Firm Curtailment Customers shall be given seven days advance notice of any Curtailment.
- (3) In the event of Curtailment of Firm Curtailment Customers, Company shall provide notice to each Firm Curtailment Customer of its Normal Monthly Throughput and Average Daily Throughput.
- D. <u>Lifting of Curtailment</u>. Any Curtailment shall be lifted in reverse order of the Curtailment Sequence.

#### E. Unauthorized Gas Usage.

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

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

- A. The Company reserves the right to:
  - (1) to restrict the extension of mains, the installation of service lines and/or the addition of new Customers for any class of service, and/or
  - (2) to restrict the annual, seasonal or monthly volume and/or maximum hourly take of said Customers in keeping with available gas supply and system capacity.
- B. Company may exercise such restrictions within its reasonable discretion:
  - (1) To ensure the provision of safe, adequate and reliable service to existing Customers.
  - (2) On a temporary basis until Company is able to complete an engineering analysis; or
  - (3) For any other valid reason to protect system integrity.

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 26. SERVICE CONTRACTS

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

#### 27. FRAUDULENT USE OF GAS

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

#### 28. VIOLATION OF RULES

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

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# <u>AFFILIATE AND COST ALLOCATION GUIDELINES</u>

#### **AFFILIATE GUIDELINES**

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

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

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

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## AFFILIATE AND COST ALLOCATION GUIDELINES

#### **DEFINITIONS**

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

- "Affiliate" "Affiliate" means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an "Affiliate" by the Commission or otherwise is an "Affiliate" under Indiana Law.
- "Person" "Person" includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.
- "Commission" "Commission" means the Indiana Utility Regulatory Commission.
- "IURC" "IURC" means the Indiana Utility Regulatory Commission
- "OUCC" "OUCC" means the Indiana Office of Utility Consumer Counselor.
- "Holding Company" "Holding Company" means the parent company, Vectren Corporation, or its successor in interest of Indiana Gas Company and/or Southern Indiana Gas and Electric Company.
- "Competitive Terms" "Competitive Terms" means the best terms reasonably available in the competitive marketplace at that time (including the terms available from the Utility itself under efficient operation) giving due consideration to both price and non-price terms such as quality and reliability. If the Utility itself can provide the services at the lowest cost with comparable quality and reliability, then that cost shall be considered the "competitive terms."
- "Shared Corporate Support and Administrative Services" "Shared Corporate Support and Administrative Services" means the following types of functions/services that the Utility may share with other companies/affiliates within the Vectren organization: (1) accounting and corporate treasury services; (2) human resources; (3) information technology and communications services; (4) corporate directors and officers services; (5) legal services; (6) insurance and claims; (7) billing; (8) customer call center services; (9) facility and fleet management; and (10) environmental services. (See Specific Affiliate Guidelines Section 2, Items J, L and O related to "Shared Corporate Support and Administrative Services.")
- "Capital Costs" "Capital Costs" means the costs associated with obtaining the financial capital required to provide physical assets such as office buildings, computers or office equipment.
- "Non-Regulated" "Non-Regulated" means not regulated by the Indiana Utility Regulatory Commission (IURC). "Non-Regulated" also applies to products or services over which the IURC has declined its jurisdiction.
- "Similarly Situated" "Similarly Situated" means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A utility affiliated gas or power marketer would, for example, be considered similarly situated to other non- affiliated gas or power marketers.

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## AFFILIATE AND COST ALLOCATION GUIDELINES

#### **GENERAL AFFILIATE GUIDELINES**

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

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## AFFILIATE AND COST ALLOCATION GUIDELINES

#### **SPECIFIC AFFILIATE GUIDELINES**

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

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

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

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

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

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

#### **ANNUAL INFORMATIONAL FILING**

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

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

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

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# AFFILIATE AND COST ALLOCATION GUIDELINES

#### **COST ALLOCATION GUIDELINES**

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

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

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

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

#### **DEFINITIONS**

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

#### **GUIDELINES**

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

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

- 9. The allocation of capital costs between the Utility and its Affiliates (incurred in the provision of "shared corporate support administrative" services) shall be based on the following:
  - a. The cost of capital used for such allocations shall equal the Utility's weighted average cost of capital as last found by the Commission.
  - b. Depreciation shall be charged on a straight-line basis. Depreciation rates used for such allocations shall be consistent with the accepted useful life of the asset(s) and in accordance with generally accepted accounting principles and regulatory accounting requirements, as applicable.
- 10. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
- 11. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as is reasonably necessary to ensure compliance with the Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
- 12. The cost assignment/allocation methodologies discussed herein are applicable to shared corporate support and administrative services. The Utility's procurement of all other goods, services, assets, and other resources shall be on competitive terms, consistent with the public interest and in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.

#### **AUDIT REQUIREMENTS**

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

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

#### **Customer Call Handling Process**

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

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

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

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Southern Indiana Gas and Electric Company D/B/A Vectren Energy Delivery of Indiana, Inc. (Vectren South) Tariff for Gas Service I.U.R.C. No. G-12

# **AFFILIATE AND COST ALLOCATION GUIDELINES**

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

Mr./Ms. Customer,
I am very sorry, but I can't directly handle this for you, but I can get you in touch with somebody who can.
I can give you a telephone number from which you can get more information about the providers of these services, including our affiliate This telephone number is: (give telephone number). If you have access to the web you can get this information on the web site. The web site address is: (give web address).
[If you prefer, I can transfer your call now to one of these service providers. (see note)
By the way, the providers may want to review your customer records. Do we have your consent to release this information at their request?
Note: The paragraph references call transfers and will only be part of the script if Vectren can offer the call transferring.

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

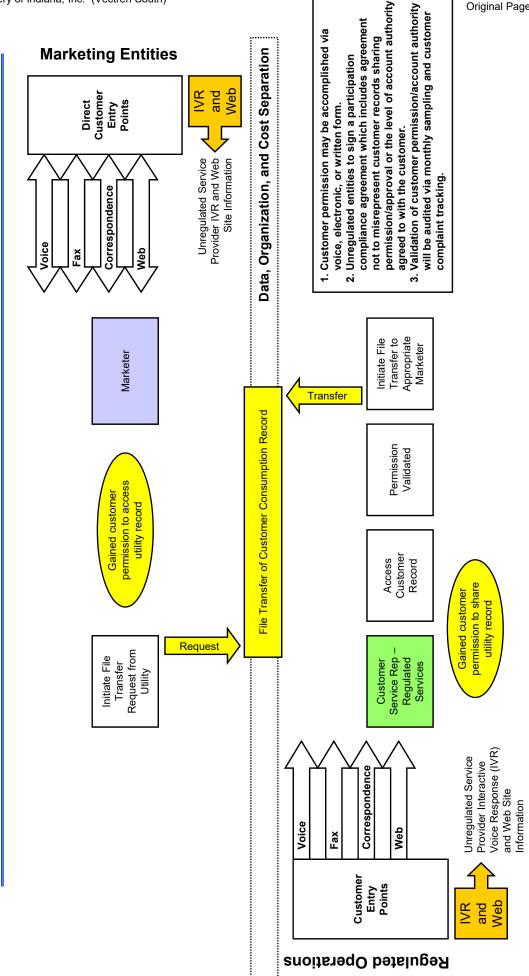
SEE POWER POINT FLOWCHART

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

**SEE POWER POINT FLOWCHART** 

# **Customer Permission and Information Transfer Summary**



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# SOUTHERN INDIANA GAS AND ELECTRIC COMPANY D/B/A VECTREN ENERGY DELIVERY OF INDIANA, INC.

(VECTREN SOUTH)

## TARIFF FOR GAS SERVICE

I.U.R.C. No. <u>G-12</u>

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ISSUED PURSUANT TO ORDER OF THE INDIANA UTILITY REGULATORY COMMISSION

IN CAUSE NO. <u>45447</u>, EFFECTIVE \_\_\_\_\_\_.

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Communications concerning this tariff may be addressed to:

Mail: Regulatory and Rates Department

Vectren, A CenterPoint Energy Company

One Vectren Square

Evansville, IN 47708

Telephone: 800-227-1376

Email: CustomerCareEVV@CenterPointEnergy.com,

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# TARIFF SHEET INDEX

#### Tariff Sheet No.

		Description
1		TITLE PAGE
2		INDEX
3		LOCATIONS SERVED
4		DEFINITIONS
5-9		RESERVED FOR FUTURE USE
	RATE	RATE SCHEDULES
10	110	RESIDENTIAL SALES SERVICE
11		RESERVED FOR FUTURE USE
12	120	GENERAL SALES SERVICE
13	125	SCHOOL/GOVERNMENT TRANSPORTATION SERVICE
14	129	NATURAL GAS VEHICLE (NGV) SERVICE
15	145	GENERAL TRANSPORTATION SERVICE
16		RESERVED FOR FUTURE USE
17	160	LARGE VOLUME TRANSPORTATION SERVICE
18	170	CONTRACT TRANSPORTATION SERVICE
19	180	POOLING SERVICE
20	185	SCHOOL/GOVERNMENT POOLING SERVICE
21	190	STORAGE SERVICE
22-29		RESERVED FOR FUTURE USE
		APPENDICES AND RIDERS
30	Α	GAS COST ADJUSTMENT
31	В	NORMAL TEMPERATURE ADJUSTMENT
32	С	OTHER CHARGES
33	D	BASE COST OF GAS
34	E	NOMINATION AND BALANCING PROVISIONS
35	F	UNACCOUNTED FOR GAS PERCENTAGE
36 37	G	UNIVERSAL SERVICE FUND RIDER
	H I	PIPELINE SAFETY ADJUSTMENT (SUSPENDED)
38	•	ENERGY EFFICIENCY RIDER
39	J	SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS
40	K	COMPLIANCE AND SYSTEM IMPROVEMENT ADJUSTMENT
<u>41</u>	<u>L</u>	TAX SAVINGS CREDIT RIDER
<u>42</u> -44		RESERVED FOR FUTURE USE
45	<b>V</b>	RESERVED FOR FUTURE USE
46	<b>V</b>	RESERVED FOR FUTURE USE RESERVED FOR FUTURE USE

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## **TARIFF SHEET INDEX**

Tariff Sheet No.		Description		
	RULE	GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE		
50	1	APPLICATION OR CONTRACT REQUIRED FOR GAS SERVICE		
	2	ALL AGREEMENTS TO BE INCORPORATED IN CONTRACT		
	3	ASSIGNMENT OF CONTRACT		
	4	DATA ON CUSTOMER'S INSTALLATION		
	5	CONSENT FROM COMPANY BEFORE INCREASING LOAD		
51	6	EXTENSION OF COMPANY'S FACILITIES		
52	7	COMPANY'S SERVICES, METERS AND APPURTENANCES		
	8	CUSTOMER'S RESPONSIBILITY FOR COST OF FACILITIES MODIFICATIONS		
	9	COMPANY PROPERTY AND PROTECTION THEREOF		
53	10	CUSTOMER'S PIPING, APPLIANCES AND EQUIPMENT		
	11	ACCESS TO CUSTOMER'S PREMISES		
54	12	PREDICATION OF RATE SCHEDULES		
	13	CUSTOMER'S SELECTION OF RATE SCHEDULE		
	14	RESALE OF SERVICE		
55	15	METERING		
56	16	BILLING		
	17	PAYMENT OF BILLS		
57	18	DEPOSIT OR ARRANGEMENT TO ENSURE PAYMENT OF BILL		
58	19	DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST		
	20	DISCONTINUANCE OF SERVICE WITHOUT NOTICE		
59	21	LIMITATION OF LIABILITY		
	22	NOTICE BY COMPANY		
60	23	GAS SERVICE TO MOBILE HOME PARKS		
61	24	CURTAILMENT PROCEDURES		
-	25	RESTRICTIONS ON NEW AND ADDITIONAL GAS SERVICE		
62	26	SERVICE CONTRACTS		
	27	FRAUDULENT USE OF GAS		
	28	VIOLATION OF RULES		

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## **TARIFF SHEET INDEX**

Tariff Sheet No.

#### Description

	SECTION	AFFILIATE AND COST ALLOCATION GUIDELINES
70	1	AFFILIATE GUIDELINES
71	2	DEFINITIONS FOR AFFILIATE GUIDELINES
72	3	GENERAL AFFILIATE GUIDELINES
73	4	SPECIFIC AFFILIATE GUIDELINES
74	5	PROCEDURES FOR FILING AFFILIATE CONTRACTS
	6	ANNUAL INFORMATION FILING
75	7	COST ALLOCATION GUIDELINES INTRODUCTION
76	8	DEFINITIONS FOR COST ALLOCATION GUIDELINES
	9	SPECIFIC COST ALLOCATION GUIDELINES
	10	AUDIT REQUIREMENTS
77	11	CUSTOMER CALL HANDLING GUIDELINES
	12	CUSTOMER CALL HANDLING SCRIPT
	13	CALL HANDLING PROCESS SUMMARY
	14	CUSTOMER PERMISSION AND INFORMATION
		TRANSFER SUMMARY

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## **LOCATIONS SERVED**

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

Alford Algiers Bicknell Blairsville Boonville Bruceville Buckskin Cannelburg Chandler Chrisney Cynthiana Darmstadt Daylight Dayville Decker Earle Edwardsport Elberfeld Evansville Francisco Freelandville Ft. Branch Griffin Hatfield

Haubstadt Hazleton Inglefield Kasson Loogootee Lynnville Mackey McCutchanville Midway Monroe City Montgomery Mt. Vernon **New Harmony** Newburgh Oakland City Oaktown Otwell Owensville Paradise Patoka Petersburg Poseyville Princeton Richland City

Rockport Sandborn Somerville Spurgeon St. James St. Joseph St. Phillips St. Wendel Stendal Stevenson Station Stewartsville Tennyson Upton . Velpen Vincennes Wadesville Warrenton Washington Westphalia

Wheatland

Yankeetown

Winslow

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## **LOCATIONS SERVED Locations Served by County**

**Daviess** Cannelburg Montgomery

Washington

Gibson Buckskin

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

Knox Bicknell

Warrenton

Bruceville Decker Edwardsport Freelandville Monroe City Oaktown Sandborn Vincennes Westphalia

Wheatland

<u>Martin</u>

Loogootee

<u>Pike</u>

Alford Algiers Otwell Petersburg Spurgeon Stendel Velpen Winslow

**Posey** 

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

Spencer Chrisney Hatfield Midway Richland City Rockport

<u>Vanderburgh</u> Darmstadt

Daylight Earle Evansville Inglefield Kasson McCutchanville St. Joseph

**Warrick** 

Boonville Chandler Dayville Elberfeld Lynnville Newburgh Paradise

Stevenson Station Tennyson Yankeetown

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#### **DEFINITIONS**

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

#### Abbreviations:

Btu – British Thermal Unit Ccf – Hundred Cubic Feet

Cf \_ Cubic Foot

Cfh – Cubic Feet per Hour

**Dth** – <u>Ten therms or One</u> Dekatherm

FERC – Federal Energy Regulatory Commission

GCA - Gas Cost Adjustment

IURC – Indiana Utility Regulatory Commission

Mcf - Thousand Cubic Feet

OUCC - Indiana Office of Utility Consumer Counselor

**PSIG** – Pounds per square inch gauge

- Alternate Fuel The form of energy used by Customer in place of Gas Service during Curtailment Periods. Gas Service provided by Company under another Rate Schedule shall not qualify as an Alternate Fuel.
- **Annual Usage** Customer's actual total gas usage for the most recent twelve consecutive billing months or Company's estimate of Customer's total gas usage for twelve consecutive billing months when actual usage information is not available.
- **Bill** An itemized list or statement of fees and charges for Gas Service, Contract Services, or other services provided by Company. A Bill may be rendered by mail or by electronic means.
- **British Thermal Unit** The average amount of heat necessary to increase the temperature of one pound of water by 1° Fahrenheit in the temperature range of 32° to 212° Fahrenheit at 14.73 pounds per square inch absolute pressure.
- **Btu Adjustment Factor** The average Btu content of gas supplied to Customer, as determined periodically by Company, which is applied to Customer's metered volumetric usage to determine therm usage for billing purposes.
- **Bypass** A direct or indirect interconnection of Customer's Premises with another supplier of gas service resulting in the displacement of or substantial reduction in Gas Service provided by Company.
- Cashout The monetary settlement of over-delivery and under-delivery gas imbalances between Company and Pool Operators, School/Government Suppliers, or Transportation Customers.
- Central Clock Time (CCT) Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.
- Compressed Natural Gas (CNG) Service Gas Service for the express and limited purpose of fueling a vehicle.

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#### **DEFINITIONS**

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

Commission - The Indiana Utility Regulatory Commission.

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

Company – Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. (Vectren South).

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

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

Curtailment – The interruption or limitation of the Gas Service available to Customer pursuant to Company's Curtailment Procedures.

Curtailment Period – The period of time, as specified by Company, during which Gas Service is subject

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

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

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

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

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

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

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

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#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

Interruptible Service – Gas Sales Service subject to Curtailment and requiring Customer to maintain Alternative Fuel capability.

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

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

Non-Gas Cost Revenue – Revenue received by Company from Customer excluding all costs recovered through the Gas Cost Adjustment.

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

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

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**Deleted:** Peak Design Day Demand – The theneffective forecasted peak design day usage of a Customer Pool as calculated and communicated by Company.¶

#### **DEFINITIONS**

- Operating System Any portion of Company's distribution system for which gas deliveries and gas demands must be balanced separately from other portions of the distribution system, due to operational and contractual limitations.
- **Pool** A group of Transportation Customers who have been aggregated by a Pool Operator or School/Government Supplier for gas supply management purposes.
- **Pool Operator** A marketer, supplier, or Transportation Customer(s) that provides gas supply management for a Pool.
- **Pool Operator-Delivered Gas** Gas delivered by a Pool Operator, or on behalf of a Pool Operator, to Company's distribution system.
- <u>Pooling Agreement</u> An agreement between Company and Pool Operator that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 180 Pooling Service.
- Premises The main residence or living quarters for a Residential Customer, or the main building of a Commercial or Industrial Customer. The Premises shall include the outlying or adjacent buildings used by the same Customer, provided the use of Gas Service in the outlying or adjacent building(s) is supplemental to the service used in the main residence, main living quarters, or main building of Customer.
- Rate Schedule A Gas Service applicable to a particular classification of Customer with specific Availability, Applicability, Character of Service, Rates and Charges, and Terms and Conditions.
- **Residential Customer** Customer using Gas Service primarily for a single family dwelling unit, mobile home, apartment unit or condominium.
- Sales Customer A Customer receiving Sales Service from Company.
- Sales Service Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.
- School/Government Supplier A gas supplier that provides gas supply management for a Pool of Customers for which an Educational Institution or Government Entity is responsible for payment of rates and charges to Company.
- School/Government Pooling Agreement An agreement between Company and School/Government Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 185-School/Government Pooling Service.
- School/Government Supplier–Delivered Gas Gas delivered by a School/Government Supplier, or on behalf of a School/Government Supplier, to Company's distribution system.
- School/Government Transportation Agreement Written agreement between Company and Educational Institution or Government Entity defining Terms and Conditions of the Educational Institution or Government Entity's Gas Service.
- Service Area Areas in which Company has Gas Service available or may offer Gas Service, as certified by the Commission.

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### **DEFINITIONS**

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

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

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

Therm - 100,000 Btu.

Throughput – The sum of Sales and Transportation Service quantities.

Transportation Customer – A Customer receiving Transportation Service from Company.

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

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

Winter Season – The months of November through March, inclusive.

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## **RATE 110 RESIDENTIAL SALES SERVICE**

#### **AVAILABILITY**

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

#### **APPLICABILITY**

This Rate Schedule shall be applicable only to Residential Customers.

#### CHARACTER OF SERVICE

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

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

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

\$35.00

**Distribution Charge:** 

First 50 therms @ \$<u>0.3638</u> per therm Over

50 therms @ \$<u>0.2924</u> per therm

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#### Appendices:

The following Appendices shall be applied monthly, if applicable:

- Appendix A Gas Cost Adjustment
- Appendix B Normal Temperature Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix I Energy Efficiency Rider
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

#### Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### Other Charges:

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

### **TERMS AND CONDITIONS**

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

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RATE 120
GENERAL SALES SERVICE

#### **AVAILABILITY**

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

#### **APPLICABILITY**

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

### **CHARACTER OF SERVICE**

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

#### **RATE AND CHARGES**

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

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

Group 1: \$<u>35.00</u>
Group 2: \$<u>70.00</u>
Group 3: \$<u>135.00</u>

#### Distribution Charge:

First 500 Therms @ \$0.3643 per therm
Over 500 therms @ \$0.2677 per therm
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#### Appendices:

The following Appendices shall be applied monthly, if applicable:

- Appendix A Gas Cost Adjustment
- Appendix B Normal Temperature Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix I Energy Efficiency Rider
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

#### Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

### Other Charges:

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

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## **RATE 120 GENERAL SALES SERVICE**

#### CURTAILMENT

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

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

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

#### **TERMS AND CONDITIONS**

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

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

A Customer that returns from Rate 145 General
Transportation Service to this Rate Schedule must remain on Sales Service for not less than twelve months before returning to Transportation Service unless expressly authorized by Company.  $\P$ 

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# RATE 125 SCHOOL/GOVERNMENT TRANSPORTATION SERVICE

#### **AVAILABILITY**

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

#### **APPLICABILITY**

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

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

#### CHARACTER OF SERVICE

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

#### **RATES AND CHARGES**

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

#### Customer Facilities Charge -

Group 1: \$35.00 Group 2: \$70.00 Group 3: \$135.00 Deleted: 22.00

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#### **Distribution Charge -**

First 500 therms @ \$<u>0.3643</u> per therm

Over 500 therms @ \$<u>0.2677</u> per therm

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#### Appendices

The following Appendices shall be applied monthly, if applicable:

- Appendix A Gas Cost Adjustment
- Appendix B Normal Temperature Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix I Energy Efficiency Rider
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

#### Related Charges -

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

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## RATE 125 SCHOOL/GOVERNMENT TRANSPORTATION SERVICE

#### Minimum Monthly Charge -

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### Other Charges -

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

#### Switching Charges -

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

#### CURTAILMENT

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

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

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

### SCHOOL/GOVERNMENT TRANSPORTATION PROVISIONS

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

- (1) A School/Government Transportation Service Customer must become a member of a Pool pursuant to the provisions of Rate 185, School/Government Pooling Service. School/Government Supplier will be responsible for managing the Pool's gas supply. Customer shall enter into a School/Government Transportation Agreement with Company that designates its selected School/Government Supplier from a list of approved School/Government Suppliers that have signed School/Government Pooling Agreements with Company. Such elections will carry over from month to month unless Customer and School/Government Supplier notify Company of any change at least ten (10) business days prior to the start of a new month.
- (2) Customer's prior delinquencies must be cured prior to commencing participation in School/Government Transportation Service, unless otherwise agreed to in advance by Company. School/Government Transportation Service will be effective as of Customer's next read date.
- (3) In the event of default of the School/Government Supplier, Customer shall be returned to Sales Service or may designate another School/Government Supplier. Customer shall be liable for its portion of applicable charges owed by defaulting School/Government Suppliers, as determined by Company after review of all available facts and circumstances including documented deliveries and consumption.

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Effective:

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# RATE 125 SCHOOL/GOVERNMENT TRANSPORTATION SERVICE

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

#### **TERMS AND CONDITIONS**

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

Sheet No. 14 Original Page 1 of 1

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## **RATE 129** NATURAL GAS VEHICLE SERVICE

#### **AVAILABILITY**

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

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

#### **CHARACTER OF SERVICE**

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

#### **RATES AND CHARGES**

#### Maximum Distribution Charge:

\$1.4585 per therm

#### Distribution Charge:

\$0.7434 per therm

#### Appendices:

#### The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

#### Taxes:

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

#### Competitive Flexibility:

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

#### Other Charges:

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

#### TERMS AND CONDITIONS

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

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Sheet No. 15

Original Page 1 of 3

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## **RATE 145 GENERAL TRANSPORTATION SERVICE**

#### **AVAILABILITY**

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

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

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

#### **CHARACTER OF SERVICE**

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

#### **RATES AND CHARGES**

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

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

\$250.00

Distribution Charge:

First <u>2,500</u> therms @ \$0,2063 per therm

Over 2,500 therms @ \$0.1913 per therm

#### Appendices:

The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

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

#### Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### Other Charges -

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

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The following Riders shall be available to qualified Customers:¶

Rider ED – Economic Development Rider¶
Rider AD – Area Development Rider¶

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Sheet No. 15 Original Page 2 of 3

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# RATE 145 GENERAL TRANSPORTATION SERVICE

#### CONTRACT

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

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

#### CURTAILMENT

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

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

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

#### **GAS TRANSPORTATION PROVISIONS**

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

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

**Deleted:** However, in no event shall the contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon.

Sheet No. 15 Original Page 3 of 3

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## RATE 145 GENERAL TRANSPORTATION SERVICE

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

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

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

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas.
- (6) Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

#### **TERMS AND CONDITIONS**

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

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## **RATE 160 LARGE VOLUME TRANSPORTATION SERVICE**

#### **AVAILABILITY**

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

#### **APPLICABILITY**

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

#### **CHARACTER OF SERVICE**

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

#### **RATES AND CHARGES**

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

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

\$<u>800.00</u>

Distribution Charge:

First 50,000 therms @ \$0.1206 per therm Next 200,000 therms @ \$<u>0.1035</u> per therm

Over 250,000 therms @ \$0.0873 per therm

### Appendices:

The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

#### Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### Other Charges:

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

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

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Rider ED – Economic Development Rider¶ Rider AD - Area Development Rider¶

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## **RATE 160** LARGE VOLUME TRANSPORTATION SERVICE

#### CONTRACT

Customer shall enter into a written contract that specifies, the hourly and daily maximum gas requirements of Customer, and any other terms reasonably required by Company. The Contract shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

#### **GAS TRANSPORTATION PROVISIONS**

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

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

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

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

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Sheet No. 17 Original Page 3 of 3

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# RATE 160 LARGE VOLUME TRANSPORTATION SERVICE

- (4) To compensate for unaccounted for gas, the quantity of gas available to Transportation Customer on a daily basis shall be equal to the quantity of gas delivered to the Company's distribution system at the point of receipt for the account of the Customer, reduced by an Unaccounted For Gas Percentage as set forth in Appendix F.
- (5) Transportation Customers must have all required regulatory approvals related to transportation of Customer-Delivered Gas
- (6) Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

#### **TERMS AND CONDITIONS**

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

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## **RATE 170 CONTRACT TRANSPORTATION SERVICE**

#### **AVAILABILITY**

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

#### **APPLICABILITY**

This Rate Schedule shall be applicable to any Non-Residential Customer whose Annual Usage equals or exceeds 10.000.000 therms.

#### CHARACTER OF SERVICE

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

#### **RATES AND CHARGES**

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

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

\$1,600.00

Distribution Charge:

First 1,750,000 therms @ \$0.0333 per therm \_

Next 1,750,000 therms @ \$<u>0.0175</u> per therm Over 3,500,000 therms @ \$0.0076 per therm

Effective:

#### Appendices:

The following Appendices shall be applied monthly:

- Appendix A Gas Cost Adjustment
- Appendix G Universal Service Fund Rider
- Appendix H Pipeline Safety Adjustment (Suspended)
- Appendix K Compliance and System Improvement Adjustment
- Appendix L Tax Savings Credit Rider

#### Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

#### Related Charges:

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

#### Other Charges:

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

#### CONTRACT

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

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## RATE 170 CONTRACT TRANSPORTATION SERVICE

#### **GAS TRANSPORTATION PROVISIONS**

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

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

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

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

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

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Sheet No. 18 Original Page 3 of 3

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## **RATE 170**

## **CONTRACT TRANSPORTATION SERVICE**

TERMS AND RENDERED CONDITIONS

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

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## RATE 180 POOLING SERVICE

#### **APPLICABILITY**

Pooling Service is an optional service applicable to any Pool Operator and any Transportation Customer under Rates 145, 160, or 170 that designates a Pool Operator to manage its gas supplies as part of an aggregated Customer Pool.

### **CHARACTER OF SERVICE**

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

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

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

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any daily and monthly imbalance Cashouts, and applicable charges. Transportation Customer shall remain responsible for all charges under its applicable Rate Schedule 145, 160, or 170.

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

#### SUMMARY OF CHARGES

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

#### Financial Evaluation Fee:

\$50 for the initial and each subsequent Pool Operator financial evaluation performed by Company.

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

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

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## **RATE 180** POOLING SERVICE

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

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

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

#### PROVISIONS AND REQUIREMENTS FOR TRANSPORTATION CUSTOMER PARTICIPATION

Transportation Customer shall comply with the following provisions and requirements:

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

Initiation of Pooling Service: An existing Rate 145, 160, or 170 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with the Customer's next meter reading date.

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

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

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

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## RATE 180 POOLING SERVICE

#### PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions:

#### Contract:

Pool Operator must enter into a written Pooling Agreement with Company. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by the Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customers. The Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

#### Creditworthiness Standards and Requirements:

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

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

Financial evaluations will be based on standard credit factors such as <u>audited</u> financial <u>statements</u> and credit ratings, <u>Pool Customers' payment histories</u>, and <u>other related financial information that</u> has been independently audited, if available. The Company shall determine creditworthiness based on the above criteria and will not deny a Pool Operator's participation in the Pooling Service without reasonable cause.

**Deleted:** However, in no event shall the Contract expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon, or Pool Operator fails to perform its responsibilities hereunder and Company elects to terminate Pool Operator's Participation hereunder....

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## **RATE 180 POOLING SERVICE**

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

#### Unaccounted For Gas Percentage:

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

#### Nomination and Balancing Procedures:

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

#### **Curtailment Provisions:**

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

#### Required Regulatory Approvals:

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

#### Termination of Pooling Service Participation:

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

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

#### **WAIVER OF CHARGES**

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

#### **TERMS AND CONDITIONS**

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

#### **APPLICABILITY**

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

#### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of School/Government Pooling Service for Rate 125, School/Government Transportation Service Customers.

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

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

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

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

#### **SUMMARY OF CHARGES**

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

#### Financial Evaluation Fee:

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

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

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

#### Nomination Error Charge:

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

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# RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

#### DDQ Non-Compliance Charge:

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

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

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

#### **OFO Non-Compliance Charge:**

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

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

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

thereof, of non-payment, an additional charge of one percent of the total unpaid balance shall be assessed.

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

#### PROVISIONS AND REQUIREMENTS FOR SCHOOL/GOVERNMENT SUPPLIER PARTICIPATION

School/Government Supplier shall comply with the following provisions:

#### Contract:

School/Government Supplier must enter into a written School/Government Pooling Agreement with Company. Such School/Government Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and School/Government Supplier under this Rate Schedule on behalf of the School/Government Supplier's Pool Customers. The School/Government Pooling Agreement shall have an initial term of not less than one year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term

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

**Deleted:** However, in no event shall the School/Government Pooling Agreement expire during the Winter Season, unless such mid-winter termination date is mutually agreed upon, or School/Government Supplier fails to perform its responsibilities hereunder and Company elects to terminate School/Government Supplier's participation hereunder.

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## **RATE 185** SCHOOL/GOVERNMENT POOLING SERVICE

#### Creditworthiness Standards and Requirements:

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

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

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

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

#### School/Government Supplier Code of Conduct

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

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

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## RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

- Refrain from engaging in communications, acts or practices that are fraudulent, deceptive, misleading, unfair, or unconscionable.
- Deliver gas to Company on a firm basis on behalf of the School/Government Supplier's Pool
  Customers in accordance with the requirements of Rate 185 and the School/Government
  Pooling Agreement.
- 5. Establish and maintain a creditworthy financial position to enable School/Government Supplier to indemnify Company for costs incurred as a result of any failure by School/Government Supplier to deliver gas or pay invoices in accordance with the requirements of this Rate Schedule.
- Make good faith efforts to resolve all disputes between School/Government Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.

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

#### Required Regulatory Approvals:

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

#### **TERMS AND CONDITIONS**

### Unaccounted for Percentage:

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

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

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

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

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

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

compinance of the applicable interstate pipeline capacity. 

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

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## RATE 185 SCHOOL/GOVERNMENT POOLING SERVICE

#### **Company Demand Forecast:**

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

#### **Curtailment Provisions:**

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

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

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

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

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

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

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

#### Other

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

**Deleted:** Assignment of Pipeline Capacity:

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

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

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

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

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## RATE 190 STORAGE SERVICE

#### **AVAILABILITY**

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

#### **APPLICABILITY**

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

#### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Storage Service.

#### **RATES AND CHARGES**

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

Capacity Charge: The Capacity Charge each month shall be \$1.1398 per Dekatherm multiplied by the Maximum Daily Quantity.

#### **Inventory Charge:**

The Inventory Charge shall be \$0.0104 per Dekatherm multiplied by the average inventory balance of gas that Company has held for Customer's account during the month. The average inventory balance shall be the average of the Dekatherms of gas held for the Customer's account during each day of the month.

#### Injection Retention:

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

#### **Minimum Monthly Charge:**

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

### Other Charges:

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

#### CONTRACT

Prior to initiation of Storage Service, a written contract shall be executed between Company and Customer. The contract shall specify Customer's Maximum Daily Quantity in Dekatherms. The contract shall have a minimum term of not less than one year and shall automatically extend for succeeding annual terms thereafter, subject to cancellation by either party after written notice submitted not less than ninety days prior to the end of the initial term or any succeeding annual term.

**Deleted:** However, in no event shall the contract expire during the Winter Season, unless such mid- winter termination date is mutually agreed upon.

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## **RATE 190** STORAGE SERVICE

#### **GAS STORAGE PROVISIONS**

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

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

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

#### TERMS AND CONDITIONS

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

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## **APPENDIX A GAS COST ADJUSTMENT**

#### **APPLICABILITY**

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

#### DESCRIPTION

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

- 1. Demand, commodity and other costs of gas supply purchased from suppliers.
- 2. Demand, commodity and other costs of pipeline transportation service.
- Demand, commodity and other costs of leased gas storage and related transportation costs.
   The net cost of gas injected into and withdrawn from storage.

- Fiber let cost of gas injected into and windrawn more strages.
   Pipeline Take or Pay Charges and Transition Costs, and any like charges.
   Applicable taxes, including Indiana Utility Receipts Tax.
   All other costs approved for Gas Cost Adjustment recovery by the Commission.

#### GCA CHARGES - Dollars per Therm

#### Applicable GCAs

		<u>Estimated</u>	<u>Estimated</u>	Estimated		Deleted: Actual			
Rate Schedule Service		(\$ per Therm) Month 1	(\$ per Therm)  Month 2	(\$ per Therm)_ Month 3	17.	Deleted: Actual			
		anonen i	<del>JMOHHI Z</del>	<u>Monaro</u>		Deleted: Actual			
					- ) ( ) (	Deleted: November 2020			
110	Sales	\$0 <u>,0000</u>	\$0 <u>,0000</u>	\$0 <u>,0000</u>	`\`	Deleted: December 2020			
120	Sales	\$0,000	\$0 <u>,</u> 0000	\$0 <b>,</b> 0000		Deleted: January 2021¶			
120	Sales	φο <u>τίσοο</u>	φο <u>μοσο</u>		- 1 1/1	Deleted: 2953			
125	Transportation	\$0.0000	\$0.0000	\$0.0000		Deleted: 2762			
	·				111	Deleted: 3263			
129	Sales	\$0 <u>,0000</u>	\$0 <u>,0000</u>	\$0 <u>,0000</u>	'''	Deleted: 2953			
445		40.000	***	40.000	11 1	Deleted: 2762			
145	Transportation	\$0.0000	\$0.0000	\$0.0000	111	Deleted: 3263			
160	Transportation	\$0.0000	\$0.0000	\$0.0000	1	Deleted: 2953			
100	Transportation	ψ0.0000	ψυ.υυυ	ψ0.0000		Deleted: 2762			
170	Transportation	\$0.0000	\$0.0000	\$0.0000		Deleted: 3263			

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## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

The billed amount for each Rate 110, 120 and 125 Customer shall be subject to a Normal Temperature Adjustment (NTA) for each bill rendered during the seven winter billing periods commencing with Customer's first meter read date after October 14<sup>th</sup>.

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

#### NTA COMPUTATION

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

= NTA Therms x NTA Margin

#### **NTA THERMS**

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

NTA Therms = [Actual <u>Usage - Base Load Usag</u>e] x [Normal Degree Days - Actual Degree Days] Actual Degree Days

#### **NTA MARGIN**

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

#### BASE LOAD THERMS

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

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

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

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

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

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# APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

Normal Degree Days for the NTA are determined by the days included in each Customer's billing period. Normal Degree Days in a leap year (a year consisting of 366 days) differ from those in non-leap years (years consisting of 365 days). Applicable Normal Degree Days tables for leap and non-leap years, as determined in Company's most recent general rate case, follow.

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

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

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## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

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

## NON-LEAP YEAR NDD Date NDD Date NDD Date NDD Date NDD

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

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## APPENDIX B NORMAL TEMPERATURE ADJUSTMENT

## NORMAL DEGREE DAYS (NDD)

### **LEAP YEAR**

Dat	<u>te</u>	<u>NDD</u>	<u>Date</u>	NDD	<u>Date</u>	NDD	<u>Date</u>	NDD	<u>Date</u>	NDD	<u>Date</u>	NDD	<u>Date</u>	NDD
Jul	1	0	Aug 22	0	Oct 13	7	Dec 4	<u>26</u>	<u>Jan 25</u>	<u>32</u>	Mar 17	<u>18</u>	May 8	4
Jul	2	0	Aug 23	0	Oct 14	8	Dec 5	27	Jan 26	<u>32</u>	Mar 18	<u>18</u>	May 9	4
Jul	3	0	Aug 24	0	Oct 15	8	Dec 6	27	Jan 27	32	Mar 19	18	May 10	3
Jul		0	Aug 25	0	Oct 16	8	Dec 7	27	Jan 28	32	Mar 20	17	May 11	3
Jul		0	Aug 26	0	Oct 17	8	Dec 8	28	Jan 29	32	Mar 21	17	May 12	3
Jul		0	Aug 27	0	Oct 18	9	Dec 9	28	Jan 30	32	Mar 22	17	May 13	3
Jul		0	Aug 28	0	Oct 19	9	Dec 10	28	Jan 31	32	Mar 23	16	May 14	3
Jul		0		0		9	Dec 11	29	Feb 1	32	Mar 24	16	May 15	
		_	Aug 29		Oct 20				_					3
<u>Jul</u>		0	Aug 30	0	Oct 21	9	<u>Dec 12</u>	<u>29</u>	Feb 2	<u>31</u>	Mar 25	<u>16</u>	May 16	3
<u>Jul</u>		0	Aug 31	0	Oct 22	<u>10</u>	<u>Dec 13</u>	<u>29</u>	Feb 3	<u>31</u>	Mar 26	<u>15</u>	May 17	2
Jul	_	0	<u>Sep 1</u>	0	Oct 23	<u>10</u>	Dec 14	<u>29</u>	Feb 4	<u>31</u>	Mar 27	<u>15</u>	May 18	2
<u>Jul</u>		<u>0</u>	<u>Sep 2</u>	<u>0</u>	Oct 24	<u>10</u>	<u>Dec 15</u>	<u>30</u>	<u>Feb 5</u>	<u>31</u>	<u>Mar 28</u>	<u>15</u>	May 19	<u>2</u>
<u>Jul</u>	<u>13</u>	<u>0</u>	<u>Sep 3</u>	<u>0</u>	Oct 25	<u>11</u>	<u>Dec 16</u>	<u>30</u>	Feb 6	<u>31</u>	<u>Mar 29</u>	<u>15</u>	May 20	<u>2</u>
<u>Jul</u>	<u> 14</u>	0	Sep 4	0	Oct 26	<u>11</u>	Dec 17	<u>30</u>	Feb 7	<u>31</u>	Mar 30	<u>14</u>	May 21	2
Jul	<u>15</u>	0	Sep 5	0	Oct 27	<u>11</u>	Dec 18	30	Feb 8	30	Mar 31	<u>14</u>	May 22	2
Jul	16	0	Sep 6	0	Oct 28	11	Dec 19	30	Feb 9	30	Apr 1	14	May 23	2
Jul	17	0	Sep 7	0	Oct 29	12	Dec 20	31	Feb 10	30	Apr 2	13	May 24	2
Jul		0	Sep 8	0	Oct 30	12	Dec 21	31	Feb 11	30	Apr 3	13	May 25	1
Jul		0	Sep 9	0	Oct 31	12	Dec 22	31	Feb 12	29	Apr 4	13	May 26	1
Jul :		0	Sep 10	0	Nov 1	13	Dec 23	31	Feb 13	29	Apr 5	12	May 27	1
Jul :		0	Sep 11	1	Nov 2	13	Dec 24	31	Feb 14	29	Apr 6	12	May 28	1
		_		1										1
<u>Jul :</u>		0	Sep 12	<u> </u>	Nov 3	<u>13</u>	Dec 25	<u>31</u>	Feb 15	<u>28</u>	<u>Apr 7</u>	<u>12</u>	May 29	- 1
Jul :		0	Sep 13	<u> 1</u>	Nov 4	14	Dec 26	32	Feb 16	28	Apr 8	12	May 30	<u> </u>
<u>Jul</u> :		0	<u>Sep 14</u>	1	Nov 5	<u>14</u>	<u>Dec 27</u>	<u>32</u>	Feb 17	<u>28</u>	Apr 9	11	May 31	1
Jul :		<u>0</u>	<u>Sep 15</u>	<u>1</u>	Nov 6	<u>15</u>	<u>Dec 28</u>	<u>32</u>	<u>Feb 18</u>	<u>28</u>	<u>Apr 10</u>	<u>11</u>	<u>Jun 1</u>	<u>1</u>
Jul :		<u>0</u>	<u>Sep 16</u>	<u>1</u>	Nov 7	<u>15</u>	Dec 29	32	Feb 19	<u>27</u>	<u>Apr 11</u>	<u>11</u>	<u>Jun 2</u>	<u>1</u>
Jul :		<u>0</u>	<u>Sep 17</u>	<u>1</u>	<u>Nov 8</u>	<u>15</u>	<u>Dec 30</u>	<u>32</u>	Feb 20	<u>27</u>	Apr 12	<u>10</u>	<u>Jun 3</u>	<u>1</u>
Jul :	<u> 28</u>	0	Sep 18	2	Nov 9	<u>16</u>	Dec 31	32	Feb 21	27	Apr 13	<u>10</u>	Jun 4	<u>0</u>
Jul :	<u> 29</u>	0	Sep 19	2	Nov 10	<u>16</u>	<u>Jan 1</u>	<u>32</u>	Feb 22	<u>26</u>	Apr 14	<u>10</u>	<u>Jun 5</u>	<u>0</u>
Jul:	<u>30</u>	0	Sep 20	2	Nov 11	<u>17</u>	Jan 2	<u>32</u>	Feb 23	26	Apr 15	9	Jun 6	0
Jul :	31	0	Sep 21	2	Nov 12	17	Jan 3	32	Feb 24	26	Apr 16	9	Jun 7	0
Aug	11	0	Sep 22	2	Nov 13	17	Jan 4	32	Feb 25	25	Apr 17	9	Jun 8	0
Aug		0	Sep 23	3	Nov 14	18	Jan 5	32	Feb 26	25	Apr 18	9	Jun 9	0
Aug	_	0	Sep 24	3	Nov 15	18	Jan 6	33	Feb 27	25	Apr 19	8	Jun 10	0
Aug		0	Sep 25		Nov 16	19	Jan 7	33	Feb 28	24	Apr 20		Jun 11	0
				3								8		
Aug		0	Sep 26	3	Nov 17	<u>19</u>	<u>Jan 8</u>	33	Feb 29	24	Apr 21	8	Jun 12	0
Aug		0	<u>Sep 27</u>	4	Nov 18	<u>20</u>	<u>Jan 9</u>	<u>33</u>	<u>Mar 1</u>	<u>24</u>	<u>Apr 22</u>	<u>/</u>	<u>Jun 13</u>	0
Aug	_	0	Sep 28	4	Nov 19	<u>20</u>	<u>Jan 10</u>	<u>33</u>	Mar 2	<u>23</u>	Apr 23	7	<u>Jun 14</u>	<u>0</u>
Aug		<u>0</u>	<u>Sep 29</u>	<u>4</u>	Nov 20	<u>21</u>	<u>Jan 11</u>	<u>33</u>	<u>Mar 3</u>	<u>23</u>	<u>Apr 24</u>	<u>7</u>	<u>Jun 15</u>	<u>0</u>
Aug	19	<u>0</u>	<u>Sep 30</u>	<u>4</u>	Nov 21	<u>21</u>	<u>Jan 12</u>	<u>33</u>	<u>Mar 4</u>	<u>23</u>	Apr 25	<u>6</u>	<u>Jun 16</u>	<u>0</u>
Aug	10	0	Oct 1	<u>5</u>	Nov 22	<u>21</u>	<u>Jan 13</u>	<u>33</u>	<u>Mar 5</u>	<u>22</u>	<u>Apr 26</u>	<u>6</u>	<u>Jun 17</u>	<u>0</u>
Aug	11	0	Oct 2	5	Nov 23	22	Jan 14	33	Mar 6	22	Apr 27	6	Jun 18	0
Aug	12	0	Oct 3	<u>5</u>	Nov 24	22	Jan 15	33	Mar 7	22	Apr 28	<u>6</u>	Jun 19	0
Aua		0	Oct 4	5	Nov 25	23	Jan 16	33	Mar 8	21	Apr 29	5	Jun 20	0
Aug		0	Oct 5	6	Nov 26	23	Jan 17	33	Mar 9	21	Apr 30	<u>5</u>	Jun 21	0
Aug		0	Oct 6	6	Nov 27	24	Jan 18	33	Mar 10	21	May 1	5	Jun 22	0
Aug		0	Oct 7	6	Nov 28	24	Jan 19	33	Mar 11	20	May 2	5	Jun 23	0
Aug		0	Oct 8	6	Nov 29	24 24	Jan 20	33	Mar 12	<u>20</u> 20	May 3	<u>5</u> 4	Jun 24	0
	_			_										
Aug		0	Oct 9	7	Nov 30	<u>25</u>	<u>Jan 21</u>	<u>33</u>	Mar 13	<u>20</u>	<u>May 4</u>	4	<u>Jun 25</u>	0
Aug		0	Oct 10	<u> 7</u>	<u>Dec 1</u>	<u>25</u>	<u>Jan 22</u>	<u>33</u>	<u>Mar 14</u>	<u>19</u>	<u>May 5</u>	4	<u>Jun 26</u>	0
Aug		<u>0</u>	Oct 11	<u>7</u>	Dec 2	<u>26</u>	<u>Jan 23</u>	<u>33</u>	<u>Mar 15</u>	<u>19</u>	<u>May 6</u>	<u>4</u>	<u>Jun 27</u>	<u>0</u>
Aug	21	<u>0</u>	Oct 12	<u>7</u>	Dec 3	<u>26</u>	<u>Jan 24</u>	<u>32</u>	<u>Mar 16</u>	<u>19</u>	<u>May 7</u>	<u>4</u>	<u>Jun 28</u>	<u>0</u>
													<u>Jun 29</u>	<u>0</u>
•													Jun 30	0
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## APPENDIX C OTHER CHARGES

#### **Late Payment Charge:**

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

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

#### Reconnect Charge:

When Gas Service is discontinued (1) at the request of Customer, (2) for nonpayment of a Bill, (3) when authorized by Company's General Terms and Conditions or the Commission's Regulations, or (4) for any reason beyond the control of Company, and a reestablishment of Gas Service is required by Customer, Customer shall be charged a Reconnect Charge to cover a part of the cost of discontinuance and reestablishment of Gas Service. Such charge shall be fifty-five dollars (\$55.00). In addition, when Gas Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After\_Hours Charge.

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

#### After Hours Charge:

When Gas Service is connected, reconnected or disconnected after normal business hours at Customer's request, Customer shall be charged an After Hours Charge of forty-five dollars (\$45.00) in addition to any other applicable charges for each connection, reconnection or disconnection.

#### Returned Payment Charge:

For each <u>payment</u> of Customer returned by any <u>financial institution</u> due to insufficient funds, Customer shall be charged twenty-five dollars (\$25.00) to cover a part of the cost of processing such <u>transaction</u>.

#### Unauthorized Gas Usage Charge:

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

### Fraudulent or Unapproved Use of Gas:

When the Company detects fraudulent or unapproved use of gas, or the Company's regulation, measuring equipment or other service facilities have been tampered with, Company may assess the actual costs for such field calls and repairs, in addition to the other costs pursuant to Rule 27 of the Company's General Terms and Conditions. A minimum charge of sixty-five dollars (\$65.00) per occurrence shall apply.

#### Summary Billing Charge:

Bills provided by Company summarizing charges for Educational Institutions and Government Entities who are registered users of vectren.com are subject to a \$45.00 charge.

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## APPENDIX D BASE COST OF GAS

For informational purposes, the Base Cost of Gas determined in the general rate proceeding in Cause No. <u>45447</u>, effective is as set forth in the following table. The Base Cost of gas is not reflected in the Base Rates and Charges of the Rate Schedules; all gas costs are recovered through Appendix A, Gas Cost Adjustment.

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#### Base Cost of Gas (\$ per Therm)

Rate Schedule	Service	Commodity	<u>Demand</u>	<u>Total</u>		
110	Sales	\$0 <u>2987</u>	\$0 <u>,0582</u>	\$0.3569	{	Deleted: 9429
					1	Deleted: 0766
120	Sales	\$0 <u>.2987</u>	\$0 <u>,0582</u>	\$0.3569	, `(	<b>Deleted:</b> 1.0195
125	Transportation	\$0.0000	\$0.0000	\$0.0000	155	Deleted: 9429
123	Transportation	ψ0.0000	ψ0.0000	ψ0.0000	),'(	Deleted: 0766
129	Sales	\$0 <b>,2</b> 987	\$0 <mark>,0582</mark>	\$ <u>0.3569</u>	(	<b>Deleted:</b> 1.0195
					£(	Deleted: 9429
145	Transportation	\$0.0000	\$0.0000	\$0.0000	``.`(	Deleted: 0766
100	<b>-</b>	<b>#</b> 0.0000	<b>#</b> 0.0000	<b>40.0000</b>	`(	<b>Deleted:</b> 1.0195
160	Transportation	\$0.0000	\$0.0000	\$0.0000	Ì	
170	Transportation	\$0.0000	\$0.0000	\$0.0000		

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## APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **APPLICABILITY**

The following Provisions shall apply to Pool Operators and to non-Pooling Transportation Customers being provided Gas Service under Rates 145, 160 and 170. Therefore, for purposes of this Appendix E only, the term "Pool Operator", "Pool Customer" and "Pool" when used in the provisions below shall also mean "non-Pooling Transportation Customer."

#### NOMINATION PROVISIONS

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

Company may require Pool Operator to allocate its Daily Pipeline Nomination to specified city-gate pipeline delivery points based on minimum and maximum allocation percentages, which Company may revise from time to time, based on operational considerations. Company may decline to accept Pool Operator's Daily Pipeline Nominations or deliveries that do not comply with these city-gate allocation percentage requirements.

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

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

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

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

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**APPENDIX E** NOMINATION AND BALANCING PROVISIONS

#### **BALANCING PROVISIONS**

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

The following definitions shall apply:

Daily Index	( Price: The	e Daily M	idpoint l	Prices per	Dekatherm	reported in	<u>Gas</u>	<u>Daily</u> ,	in t	he
table "Daily	Price Surve	y" for deli	very to:							

- (1) Texas Gas, Zone SL;

(3) ANR.

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

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

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

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

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

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

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

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

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

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# APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **DAILY BALANCING PROVISIONS**

Pool Operator shall be obligated to balance its Pool Customers' total usage ("Total Daily Usage") with the aggregated total daily deliveries of Pool Operator-Owned Gas by the pipeline, as adjusted to reflect Company's system line loss percentage as specified in Appendix F ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the Total Daily Usage is greater than or less than the Pool Operator's Total Daily Deliveries.

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

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

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

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

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

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

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

#### **MONTHLY BALANCING PROVISIONS**

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

Monthly Under-Delivery Imbalance: If the Total Monthly Deliveries for Pool Operator's account at the end of the month are less than its Pool Customers' Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 5% shall be Cashed out with the Company. Pool Operator shall pay Company for Monthly Under-Delivery Imbalance Quantities greater than 5% of Total Monthly Usage pursuant to the following:

- (1) 1.1 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
- 1.2 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Monthly Usage; plus,
- (3) 1.4 times the Monthly Under-Delivery Charge for each Dekatherm of Monthly Under-Delivery Imbalance Quantity that is greater than 25% of Total Monthly Usage; plus
- (4) Applicable taxes.

Monthly Over-Delivery Imbalance: If the Total Monthly Deliveries for Pool Operator's account at the end of the month are greater than its Pool Customer's Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; quantities greater than 5% shall be Cashed out with the Company. Company shall pay Pool Operator for Monthly Over-Delivery Imbalance Quantities greater than 5% of Total Monthly Usage pursuant to the following:

- (1) 0.9 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus:
- (2) 0.8 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Monthly Usage: plus
- 0.6 times the Monthly Over-Delivery Charge for each Dekatherm of Monthly Over-Delivery Imbalance that is greater than 25% of Total Monthly Usage.

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### APPENDIX E NOMINATION AND BALANCING PROVISIONS

#### **OPERATIONAL FLOW ORDERS**

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

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

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

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

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

If Pool Operator's Daily Over-Delivery Imbalance Quantity is greater than 3% of its Total Daily Usage, Company may refuse to receive such excess quantities from the pipeline(s). If Company receives such excess quantities, they shall be Cashed out with the Company. Company shall pay the Pool Operator for each Dekatherm of Daily Over-Delivery Imbalance Quantities greater than three (3) percent of Total Daily Usage, the lesser of the lowest incremental gas cost paid by Company on the date of non-compliance or the Daily Over- Delivery Charge. Pool Operator shall pay Company the following:

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

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

#### IMBALANCE TRADING

Pool Operator may trade daily and monthly imbalance quantities with other Pool Operators or Non-Pooling Transportation Customers to reduce or eliminate its imbalances. Imbalance Trading is subject to the following Terms and Conditions:

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

#### **WAIVER OF CHARGES**

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

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### APPENDIX F UNACCOUNTED FOR GAS PERCENTAGE

#### **APPLICABILITY**

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

#### DESCRIPTION

0.8 % of the quantities received by Company from Transportation Customer, School/Government Supplier or Pool Operator at a point of receipt on the Company's distribution system shall be retained by Company to compensate for unaccounted for gas.

The Unaccounted For Gas Percentage stated above shall be adjusted periodically by the Company, through updating of this Appendix, to reflect any changes in the unaccounted for gas percentage.

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### APPENDIX G UNIVERSAL SERVICE FUND RIDER

#### **APPLICABILITY**

The Universal Service Fund ("USF") Rider, established in accordance with the Commission's Orders in Cause Nos. 42590, 43078, 43669, 44094, 44455 and 45405, recovers the unfunded balance in the USF from customers receiving service under all rate schedules.

#### **RATES AND CHARGES**

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

Rate Schedule	USF Rider (per therm)
110	\$0.0041
120	\$0.0014
125	\$0.0014
129	\$0.0014
145 (1)	\$0.0002
160 (1)	\$0.0002
170 (1)	\$0.0002

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

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# APPENDIX H PIPELINE SAFETY ADJUSTMENT (SUSPENDED)

#### **APPLICABILITY**

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

#### **DESCRIPTION**

 $\overline{\text{The PSA}}$  shall be the sum of the following two components as described below, for each applicable Rate Schedule:

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

#### **Transmission Component:**

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

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

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

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

Transmission Component Allocation Percentage
67.17%
21.92%
7.99%
2.92%

#### **Distribution Component:**

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

Recoveries of actual DIMP Implementation Expenses shall be capped at \$400,000 annually1.

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# APPENDIX H PIPELINE SAFETY ADJUSTMENT

(SUSPENDED)

(Continued)

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

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

#### Reconciliation

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

#### **PSA CHARGES**

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

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

<sup>1</sup> The Commission's order in Cause No. 44042 establishes the DIMP Implementation Expenses cap and provides for further review of such expenses in excess of that cap.

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### APPENDIX I ENERGY EFFICIENCY RIDER

#### **APPLICABILITY**

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

Rate 110 - Residential Sales Service

Rate 120 - General Sales Service

Rate 125 - School/Government Transportation Service

#### **DESCRIPTION**

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

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

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

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

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

#### Sales Reconciliation Component (SRC):

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

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

Company shall defer the calculated differences between Actual Margins and Adjusted Order Granted Margins for subsequent return or recovery via the SRC. Annually, Company shall reflect in a revised SRC the accumulated monthly margin differences. Margin differences from Residential Customers eligible for recovery in the EER annually are capped at 4% of adjusted order granted margins attributable to Residential Customers (as approved in Cause No. 45447) applicable to the previous year. Any actual margin differences from Residential Customers in excess of the 4% SRC cap (up to \$1.5 million per year) will be deferred for future recovery either in a future EER filing, with the annual residential SRC amount still subject to the 4% cap, or in a future rate case.

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

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### APPENDIX I ENERGY EFFICIENCY RIDER

#### **ENERGY EFFICIENCY RIDER RATE**

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

	(A) Energy Efficiency	(B) Sales Reconciliation	(A) + (B) Energy Efficiency
Rate Schedule	Funding Component	<u>Component</u>	Rider Rate
110	\$0,00000	\$0,00000	\$0,00000

110 \$0<u>00000</u> \$0<u>00000</u> \$0<u>00000</u> \$0<u>00000</u> \$0<u>00000</u>

All rates are given in \$/therm

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# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

#### **APPLICABILITY**

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

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

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

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

#### BALANCING PROVISIONS

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

The following definitions shall apply:

Daily Index Price: The Daily Midpoint Prices per Dekatherm reported in Gas Daily, in the

(2) Chicago City-Gates<u>: or</u>

table "Daily Price Survey" for delivery to: (1) Texas Gas, Zone SL;

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

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

#### DAILY BALANCING PROVISIONS

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

### Daily Under-Delivery Imbalance:

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

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

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

#### Daily Over-Delivery Imbalance:

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

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# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

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

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

(1) the DDQ non-compliance charge of \$1.00 per Dekatherm; plus

- (2) All other charges incurred by Company and attributable to School/Government Supplier's Daily Over-Delivery Imbalance Quantity, including pipeline penalty charges; plus
- (3) Applicable taxes.

#### **OPERATIONAL FLOW ORDERS**

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

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

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

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

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

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

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

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

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# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

#### **IMBALANCE TRADING**

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

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

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# APPENDIX J SCHOOL/GOVERNMENT NOMINATION AND BALANCING PROVISIONS

#### **VOLUME RECONCILIATIONS**

**Annual Reconciliation:** 

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

School/Government Supplier will eliminate any annual imbalances via either:

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

at the "Weighted Average Imbalance Price" calculated based on

- (1) School/Government Supplier deliveries; and
- (2) the arithmetic average of the "Monthly Contract Index" prices published as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the applicable months during the period of delivery to:
  - (1) Texas Gas Transmission Corp., Zone SL;
  - (2) Upper Midwest, Chicago City-Gates; or,
  - (3) ANF

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

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#### **WAIVER OF CHARGES**

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

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## APPENDIX K COMPLIANCE AND SYSTEM IMPROVEMENT ADJUSTMENT

#### **APPLICABILITY**

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

#### DESCRIPTION

The CSIA shall include, as approved by the Commission:

- (1) In Cause No. 44429, recovery of costs incurred pursuant to Federally Mandated Projects ("Compliance") as provided for in Ind. Code Ch. 8-1-8.4; <u>and</u>
- (2) In Cause No. 44429, recovery of costs associated with Company's TDSIC Plan ("TDSIC") as provided for in Ind. Code Ch. 8-1-39 for the purposes of safety, reliability, system modernization, or economic development.

#### Reconciliation

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

#### **Allocation Percentages**

Rate Schedule 110 120/125/129/145 160 170

CSIA costs and EADIT Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. 44429-TDSIC-4,

Compliance Allocation	TDSIC Allocation
Percentage	Percentage
67.17%	65.65%
21.92%	31.67%
7.99%	1.96%
2 92%	0.72%

#### **CSIA Charges**

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

Rate Schedule	\$ per Month	\$ per Therm	
110	\$0.00	-	
120/125/129/145		\$0 <u>,0000</u>	
160		\$0 <u>,0000</u>	
170		\$0 <u>,0000</u>	

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**Deleted:** <#>In Cause No. 45032-S21, credits associated with the amortization of Excess Accumulated Deferred Income Tax ("EADIT Credits") liability resulting from the Tax Cuts and Jobs Act of 2017.¶

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# APPENDIX L TAX SAVINGS CREDIT RIDER

#### **APPLICABILITY**

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

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

#### **DESCRIPTION**

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

#### Reconciliation

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

#### **Allocation Percentages**

EADIT Credits shall be allocated to the Rate Schedules based on percentages approved in Cause No. 45032-S21.

	EADIT Credit
Rate Schedule	Allocation Percentage
<u>110</u>	<u>67.17%</u>
120/125/129/145	<u>21.92%</u>
<u>160</u>	7.99%
170	2.92%

#### **TSCR Charges**

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

Rate Schedule	\$ per Month	\$ per Therm
<u>110</u>	\$(0.00)	
120/125/129/145	<del></del>	\$(0.0000)
<u>160</u>		\$(0.0000)
<u>170</u>		\$(0.0000)

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

#### **APPLICABILITY**

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

#### APPLICATION OR CONTRACT REQUIRED FOR GAS SERVICE

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

#### ALL AGREEMENTS TO BE INCORPORATED IN CONTRACT

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

#### ASSIGNMENT OF CONTRACT

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

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

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

#### CONSENT FROM COMPANY BEFORE INCREASING LOAD

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

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#### Deleted: ¶ **AVAILABILITY**¶

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

**APPLICABILITY**¶ The Economic Development Rider is applicable to any new Non-Residential Customer who occupies a new or existing establishment, and to any existing Non-Residential Customer who expands an existing establishment, who:¶ Receives service under Rate 145 or 160,¶

Makes application to Company for service under this Rider,¶ Uses at least 5,000 Dth per year at a single location,¶ Has applied for and received economic assistance from State or local government or other public agency, and either:¶ Adds 25 incremental full-time employees to its workforce at the same location, or

Makes an incremental capital investment of at least one million dollars (\$1,000,000) at the same location.¶

For new Customers, application for service hereunder must be made at the time of initial application for gas service.¶

II This Rider is not available:¶

To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, or¶ For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.¶

EVIDENCE OF CONTINUING APPLICABILITY¶

Customer shall make available to Company, at its reasonable request, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.¶

#### RATES AND CHARGES¶

Customer receiving service under this Rider:¶
Shall be billed 50% of the Distribution Charge due per month under the applicable Rate Schedule for all "incremental volumes" (defined below), for a period of twenty-four (24) consecutive months.¶

Shall designate the date on which the 50% reduction applicable to Distribution Charges on incremental volumes shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application. Shall continue to be billed the full amount of all other Monthly Rates and Charges applicable to the Rate Schedule under which Customer is receiving service.¶
Shall resume being billed the full Monthly Rates and Charges

under the applicable Rate Schedule after receiving service under this Rider for twenty-four (24) months.¶

II INCREMENTAL VOLUMES¶
For new Customers, "incremental volumes" are defined as all volumes, subject to Customer having met the 5,000 Dth per year minimum threshold.¶

For existing Customers, "incremental volumes" must be at least 5,000 Dth per year, and will be determined by Company, giving consideration to Customer's historical usage.¶

#### CONTRACT

Upon approval of application by Company, Customer must enter into a Contract under this Rider. The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

- A. The obligation of Company to provide any extension of facilities shall be subject to the Restrictions and Curtailments of Gas Service made effective pursuant to other provisions of Company's Terms and Conditions and as otherwise provided by law.
  - 1) Company shall provide to any Customer, without charge, a Standard Installation. A Standard Installation shall consist of up to 150 feet of underground service pipe to be supplied by a distribution main operating at 60 psig or less along with a meter and other equipment necessary to provide the service. All costs in excess of such Standard Installation shall be included along with the cost of distribution mains in the economic tests described in Rules 6.B. and 6.C.
- B. Except as provided for in Rule 6.C., upon request for Gas Service by a prospective Customer or a group of prospective Customers located in the same area, Company will extend without charge its facilities including distribution mains, underground service pipes, meters and other equipment necessary to provide the service provided:
  - that Company's estimate of its Non- Gas Cost revenue from such Gas Services provided to the prospective Customer(s) for a period of five and one-half (5.5) years is equivalent to or in excess of Company's estimate of the following:
    - a. the cost of such distribution main(s), and
    - b. the cost in excess of a Standard Installation as defined in Rule 6.A. (1). and;
  - the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- C. Upon request for Gas Service by a prospective Customer in a Rural Area, or a group of prospective Customers located in the same Rural Area, that is (or are) eligible to receive service under Rate 110- Residential Sales Service or Rate 120-General Sales Service, Company will extend without charge its facilities including distribution mains, underground service pipes, and other equipment necessary to provide the service provided:
  - that Company's estimate of its Non-Gas Cost Revenue from such Gas Services provided to the prospective Customer(s) for a period of twenty (20) years is equivalent to or in excess of Company's estimate of the following:
    - a. the cost of such distribution main(s), and
    - b. the cost in excess of a Standard Installation as defined in Rule 6.A. (1). and;
  - the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved; and
  - Company's capital investment in extension of facilities to such Rural Areas pursuant to Rule 6.C. (1) on and after January 1, 2014 through December 31, 2020 has not exceeded \$1,000,000.
  - 4) "Rural Area" is defined, for purposes of this Rule 6.C. as any area within Company's service territory that is unincorporated, or other areas as approved by the Commission.

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

- D. If the cost of the facilities necessary to provide the Gas Service requested exceeds the applicable without-charge limit; Company may require either a deposit or adequate provision of the payment of a deposit equal to the cost of the facilities extension in excess of the withoutcharge limit.
- E. Any refundable extension deposit accepted by Company shall be subject to refund until the expiration of the six-year contract period. For each Customer connected to the extension, Company shall refund an amount by which five and one-half (5.5) times the estimated annual Non-Gas Cost Revenue for gas appliances actually installed exceeds the estimated cost of connecting such Customer. At no time shall the aggregate refund made to any depositor exceed the amount of extension deposit received from such depositor.
- F. Upon request for Gas Service by a prospective Customer where, in Company's opinion, the facilities extension is of such length and the prospective revenue which may be developed by it is so meager as to make it doubtful whether the revenue from the extension would ever pay a fair return on the investment involved, or in the case of a real estate development with slight or no immediate demand for service, or in the case of Industrial installations requiring slight or irregular service and requiring extensive equipment, such facilities extension requests shall be submitted to the Commission for investigation and determination as to the convenience and necessity of such extension, and if so required, the conditions under which they shall be made.
- G. Targeted Economic Development Projects pursuant to Ind. Code Ch. 8-1-39 are excluded from the provisions of Rules 6.B.1 and 6.C.1.

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 7. COMPANY'S SERVICES. METERS AND APPURTENANCES

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

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

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

#### 9. COMPANY PROPERTY AND PROTECTION THEREOF

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

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

### 11. ACCESS TO CUSTOMER'S PREMISES

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

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

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 12. PREDICATION OF RATE SCHEDULES

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

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

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

#### 14. GAS SERVICE FOR RESALE

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

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 15. METERING

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

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 16. BILLING

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

#### 17. PAYMENT OF BILLS

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

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

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

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

#### 20. DISCONTINUANCE OF SERVICE WITHOUT NOTICE

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

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

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 21. LIMITATIONS OF LIABILITY

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

#### 22. NOTICE BY COMPANY

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

The obligation of Company to provide any extension of facilities shall be subject to the restrictions, limitations and curtailments of service made effective pursuant to other provisions of Company's Terms and Conditions. Subject to the foregoing, Company shall provide Gas Service to a Mobile Home Park ("Park") under the following conditions:

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

- F. <u>Fuel Lines.</u> The Park Operator or mobile home Customer shall furnish, install, and maintain all fuel lines beyond Company's meters to the point of connection with the mobile home piping. The fuel lines to individual mobile home sites shall be:
  - 1. Adequately sized to provide minimum pressure drop, but in no case less than 3/4" pipe,
  - 2. Equipped with a terminal shutoff at a point adjacent to the mobile home, and
  - Connected to the mobile home piping with either a semi-rigid tube or all-metallic flexible connector that shall be looped to prevent strain caused by settling or movement of the mobile home.
- G. Meter Protection. The Park Operator shall provide substantial protection satisfactory to Company for the gas riser and meter so as to minimize the likelihood of damage by moving of the mobile home.
- H. Relocation of Facilities. The Park Operator shall keep the gas distribution system free and clear of any obstruction that will interfere with the maintenance of the system and shall not construct or maintain any structure over Company's distribution mains or services. When there is a change in the Park's operation or construction which, in the judgment of Company, makes the relocation of the gas facilities necessary, or if relocation is requested by the Park, Company will move such facilities at the Park's expense to a location acceptable to Company to be provided by the Park.
- Rate Schedule. Gas Service will be supplied and metered separately to each single occupancy dwelling unit and/or such Park facility under the applicable Rate Schedule.

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# GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 24. CURTAILMENT PROCEDURES

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

- A. <u>Definitions</u>. For the purpose of this Rule, the following terms shall have the meanings defined below:
  - (1) <u>Firm Curtailment Customer</u>. A Firm Curtailment Customer shall mean any Customer whose Average Daily Throughput in any billing month during or subsequent to the Base Period exceeds 1,000 therms.
  - (2) Average Daily Throughput. The Average Daily Throughput for any Base Period billing month shall be the Firm Curtailment Customer's metered Throughput during such month divided by the number of days in the month.
  - (3) <u>Base Period</u>. The Base Period is any twelve consecutive billing months as established by Company.
  - (4) Normal Monthly Throughput. The Normal Monthly Throughput shall be the Firm Curtailment Customer's metered Throughput during each billing month of the Base Period. These quantities may be adjusted by Company for unusual circumstances.
  - (5) <u>Human Needs Customers</u>. Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.
  - (6) Gas Supply Curtailment. Curtailment resulting from insufficient quantities of Company-supplied gas to meet the existing and reasonably anticipated demands of Company's Sales Customers, temporarily\_supplied School/Government Suppliers' Pool Customers, or to protect and replenish Company's gas storage reserves.
  - (7) <u>Capacity Curtailment</u>. Curtailment resulting from insufficient distribution system capacity to supply Gas Services to Company's Gas Service Customers.
  - (8) Plant Protection Level The minimum quantity of Gas Service for Firm Curtailment Customers required by Customer to prevent endangering the health or safety of personnel, or to prevent extensive damage to Customer's facilities, equipment, or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed but shall not include Gas Service required to maintain plant production.

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

#### B1. Gas Supply Curtailment Sequence.

- (1) First, Rate 145, 160 and 170 Non-Pooling Transportation Customers and Pool Operators' and School/Government Suppliers' Pools (under Rate Schedules 180 and 185) shall be subject to the Cold Weather OFO in Appendix E and Appendix J as applicable.
- (2) Next, as determined by Company, all Firm Curtailment Customers' purchases of Company-supplied gas shall be limited to either:
  - (a) their respective Average Daily Throughput each day over any portion of the billing month, or
  - (b) their respective Normal Monthly Throughput.
- (3) Next, as determined by Company, all Firm Curtailment Customers' purchases of Company-supplied gas shall be curtailed pro-rata, either:
  - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Average Daily Throughput, or
  - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

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

- (4) Next, all Firm Curtailment Customers' purchases of Company-supplied gas shall be curtailed to a daily quantity equal to their respective Plant Protection Levels.
- (5) Next, Rate 145, 160 and 170 Non-Pooling Transportation Customers transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered supply shall be diverted to use for Company Supply.
- (6) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Customer.

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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

(b) the maximum interruptible transportation rate, including all applicable surcharges, for the applicable pipeline delivering the diverted gas to Company's system; plus

(c) The average premium paid by the Company (stated on a per dekatherm basis) to

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

#### B2. Capacity Curtailment Sequence.

- (1) First, Rate 145, 160 and 170 Non-Pooling Transportation Customers and Pool Operators' and School/Government Suppliers' Pools (under Rate Schedules 180 and 185) shall be subject to the Cold Weather OFO in Appendix E and Appendix J as applicable
- (2) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-supplied gas, as applicable, shall be limited to either:
  - (a) their respective Average Daily Throughput each day over any portion of the billing month or
  - (b) their respective Normal Monthly Throughput.
- (3) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-supplied gas, as applicable, shall be curtailed pro\_rata, either:
  - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Daily Throughput, or
  - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

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

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

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### GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### C. Curtailment Notification.

- (1) Company shall give notification of Curtailment in the most effective manner possible and as much in advance as reasonably possible with regard to the existing circumstances and the number of Customers to be notified.
- (2) If reasonably possible, Firm Curtailment Customers shall be given seven days advance notice of any Curtailment.
- (3) In the event of Curtailment of Firm Curtailment Customers, Company shall provide notice to each Firm Curtailment Customer of its Normal Monthly Throughput and Average Daily Throughput
- D. <u>Lifting of Curtailment</u>. Any Curtailment shall be lifted in reverse order of the Curtailment Sequence.

#### E. Unauthorized Gas Usage.

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

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

- A. The Company reserves the right to:
  - to restrict the extension of mains, the installation of service lines and/or the addition of new Customers for any class of service, and/or
  - (2) to restrict the annual, seasonal or monthly volume and/or maximum hourly take of said Customers in keeping with available gas supply and system capacity.
- B. Company may exercise such restrictions within its reasonable discretion:
  - (1) To ensure the provision of safe, adequate and reliable service to existing Customers.
  - (2) On a temporary basis until Company is able to complete an engineering analysis; or
  - (3) For any other valid reason to protect system integrity.

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## GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

#### 26. SERVICE CONTRACTS

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

#### 27. FRAUDULENT USE OF GAS

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

#### 28. VIOLATION OF RULES

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

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

#### **AFFILIATE GUIDELINES**

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

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

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

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### AFFILIATE AND COST ALLOCATION GUIDELINES

#### **DEFINITIONS**

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

- "Affiliate" "Affiliate" means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an "Affiliate" by the Commission or otherwise is an "Affiliate" under Indiana Law.
- "Person" "Person" includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.
- "Commission" "Commission" means the Indiana Utility Regulatory Commission.
- "IURC" "IURC" means the Indiana Utility Regulatory Commission
- "OUCC" "OUCC" means the Indiana Office of Utility Consumer Counselor.
- "Holding Company" "Holding Company" means the parent company, Vectren Corporation, or its successor in interest of Indiana Gas Company and/or Southern Indiana Gas and Electric Company.
- "Competitive Terms" "Competitive Terms" means the best terms reasonably available in the competitive marketplace at that time (including the terms available from the Utility itself under efficient operation) giving due consideration to both price and non-price terms such as quality and reliability. If the Utility itself can provide the services at the lowest cost with comparable quality and reliability, then that cost shall be considered the "competitive terms."
- "Shared Corporate Support and Administrative Services" "Shared Corporate Support and Administrative Services" means the following types of functions/services that the Utility may share with other companies/affiliates within the Vectren organization: (1) accounting and corporate treasury services; (2) human resources; (3) information technology and communications services; (4) corporate directors and officers services; (5) legal services; (6) insurance and claims; (7) billing; (8) customer call center services; (9) facility and fleet management; and (10) environmental services. (See Specific Affiliate Guidelines Section 2, Items J, L and O related to "Shared Corporate Support and Administrative Services.")
- "Capital Costs" "Capital Costs" means the costs associated with obtaining the financial capital required to provide physical assets such as office buildings, computers or office equipment.
- **"Non-Regulated"** "Non-Regulated" means not regulated by the Indiana Utility Regulatory Commission (IURC). "Non-Regulated" also applies to products or services over which the IURC has declined its jurisdiction.
- "Similarly Situated" "Similarly Situated" means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A utility affiliated gas or power marketer would, for example, be considered similarly situated to other non- affiliated gas or power marketers.

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## **AFFILIATE AND COST ALLOCATION GUIDELINES**

#### **GENERAL AFFILIATE GUIDELINES**

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

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### AFFILIATE AND COST ALLOCATION GUIDELINES

#### **SPECIFIC AFFILIATE GUIDELINES**

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

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

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

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#### **AFFILIATE AND COST ALLOCATION GUIDELINES**

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

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### **AFFILIATE AND COST ALLOCATION GUIDELINES**

#### PROCEDURES FOR FILING AFFILIATE CONTRACTS

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

#### **ANNUAL INFORMATIONAL FILING**

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

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

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

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#### AFFILIATE AND COST ALLOCATION GUIDELINES

#### **COST ALLOCATION GUIDELINES**

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

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

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

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### AFFILIATE AND COST ALLOCATION GUIDELINES

#### **DEFINITIONS**

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

#### **GUIDELINES**

- 1. No Cross-Subsidies. The Utility shall not subsidize Affiliates or non-regulated activities.
- The Utility shall maintain and utilize an accounting system and records that identify and appropriately allocate costs between the Utility and its Affiliates.
- The Utility's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
- 4. The Utility and all Affiliates that share corporate support and administrative services shall maintain documentation including organizational charts, accounting bulletins, procedure and work order manuals or other related documents, which describe how costs are allocated between regulated and non-regulated services or products.
- Affiliates shall be charged an appropriate and reasonable allocation of all shared corporate support and administrative costs incurred on their behalf. These costs include, but are not limited to, those associated with shared facilities and other corporate overheads.
- To the maximum extent practicable, shared corporate support and administrative costs should be accumulated and classified on a direct cost basis for each asset, service or product provided.
- 7. The shared corporate support and administrative costs that cannot be directly assigned per item (6) above, should to the maximum extent possible be allocated to the Utility and its Affiliates and to the service or products to which they relate using relevant allocators which best reflect or consider the cost causative characteristics of the product/service being provided.
- 8. Where allocation/assignment pursuant to (6) and (7) is not practical, general allocation factors shall be utilized to allocate all remaining costs between the Utility and its Affiliates and between service and product lines ultimately provided by the Utility and its Affiliates.

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### **AFFILIATE AND COST ALLOCATION GUIDELINES**

- The allocation of capital costs between the Utility and its Affiliates (incurred in the provision of "shared corporate support administrative" services) shall be based on the following:
  - The cost of capital used for such allocations shall equal the Utility's weighted average cost of capital as last found by the Commission.
  - b. Depreciation shall be charged on a straight-line basis. Depreciation rates used for such allocations shall be consistent with the accepted useful life of the asset(s) and in accordance with generally accepted accounting principles and regulatory accounting requirements, as applicable.
- The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
- 11. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as is reasonably necessary to ensure compliance with the Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
- 12. The cost assignment/allocation methodologies discussed herein are applicable to shared corporate support and administrative services. The Utility's procurement of all other goods, services, assets, and other resources shall be on competitive terms, consistent with the public interest and in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.

#### **AUDIT REQUIREMENTS**

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

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

#### **Customer Call Handling Process**

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

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

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

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# AFFILIATE AND COST ALLOCATION GUIDELINES

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

Mr./Ms. Customer,

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

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

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

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

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

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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

SEE POWER POINT FLOWCHART

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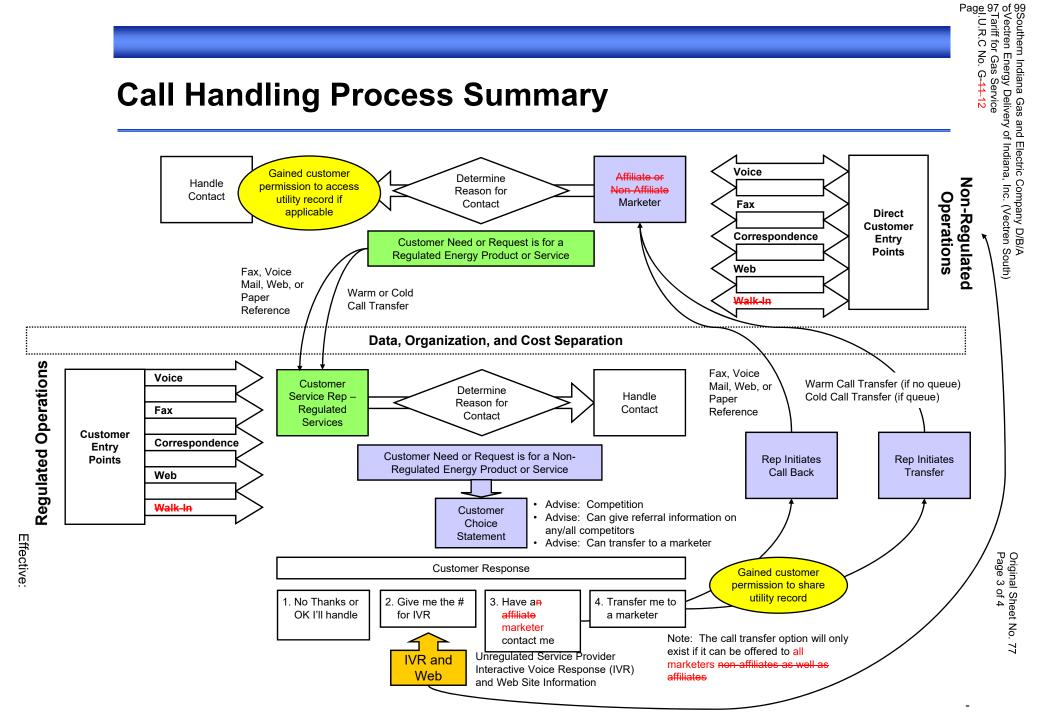
Effective:

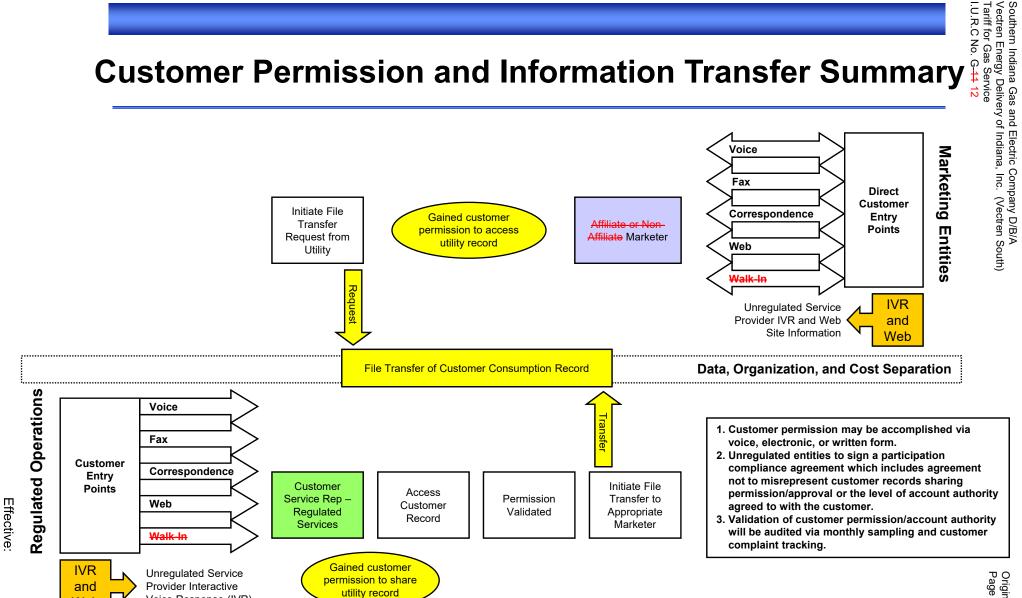
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# **AFFILIATE AND COST ALLOCATION GUIDELINES**

SEE POWER POINT FLOWCHART

# **Call Handling Process Summary**





Voice Response (IVR)

and Web Site Information

Web

10/24/2020 2:18:00 PM
10/24/2020 2:18:00 PM
10/28/2020 8:07:00 PM

Petitioner's Exhibit No. 17 Attachment KJT-3 Vectren South

Attachment KJT-3 provided in Excel format

VOLUME	REFERENCE	DESCRIPTION
	470 140 4 5 6 4 4	Comparative financial statements including the following: Balance sheets as of the last day of the i)
	170 IAC 1-5-6-1-A	test year and ii) the twelve month period immediately prior to the test year  Comparative financial statements including the following: A statement of cash flows for the test
	170 IAC 1-5-6-1-B	year.
	170 IAC 1-5-6-1-C	Comparative financial statements including the following: Income statements for the following: i) the test year, and ii) the twelve month period immediately prior to the test year.
	170 IAC 1-5-6-2	Revenue requirement calculation.
	170 IAC 1-5-6-3-A-B	Net operating income (A) as set forth in the utility's operating financial statements; and (B) as adjusted for ratemaking purposes under present and proposed rates.
	170 IAC 1-5-6-4-A-B	Jurisdictional rate base: (A) as set forth in the utility's operating financial statements; and (B) as adjusted for ratemaking purposes.
	170 IAC 1-5-6-5	Capital structure and cost of capital, including supporting schedules.
	170 IAC 1-5-6-6	Gross revenue conversion factor.
	170 IAC 1-5-6-7	Effective income tax rate for the utility.
	170 IAC 1-5-7-1-A-B	A chart of accounts that (A) details the types of charges incurred in specific sub-accounts and (B) the utility's format for: i) account numbering; and ii) coding.
	170 IAC 1-5-7-2	A listing of standard monthly journal entries.
	170 IAC 1-5-7-3	All annual and quarterly reports to shareowners of the utility and its ultimate parent corporation, if any, or, if public information, the web address where the reports can be viewed for (A) the last two (2) years and (B) the year subsequent to the test year, as available.
	470 140 4 5 7 4	All reports of the utility and its parent corporation, if any, filed with the Securities and Exchange Commission (A) for the test year, (B) the year preceding the test year, and (C) the year following the test year, as available. In lieu of hard copies, the utility may provide a listing of the reports filed,
	170 IAC 1-5-7-4	entity filing name, and web address where the reports may be viewed.  The results of the latest FERC staff audit of the utility for compliance with the FERC Uniform
	170 IAC 1-5-7-5	System of accounts.  The utility's operating and construction budgets for the following: (A) the test year, and (B) the year
	170 IAC 1-5-7-6 170 IAC 1-5-7-7	following the test year.  A statement of the budgeting assumptions included in the budgets listed in subdivision (6).
	170 IAC 1-3-7-7	For an electric utility, the current system interconnection or operating agreement governing system
	170 IAC 1-5-7-8	power operations between affiliates.
	170 IAC 1-5-8(a)-1-A	(A) Operating Income statements as follows (A) an unadjusted income statement for the test year.
	170 IAC 1-5-8(a)-1-B	(B) An income statement for the test year under the utility's present rates after adjustments for ratemaking purposes to the following: i) revenues, ii) expenses, and iii) taxes.
	170 IAC 1-5-8(a)-1-C(i)	(C) Income statement for the test year under the rates being proposed by the electing utility with expenses summarized by the following classifications: (i) operating expenses
	170 IAC 1-5-8(a)-1-C(ii)- (xi)	(C) Income statement for the test year under the rates being proposed by the electing utility with expenses summarized by the following classifications: (ii) depreciation, (iii) taxes other than income taxes, (iv) operating income before income taxes, (v) current federal income taxes, (vi) current state income taxes, (vii) deferred federal income taxes, (viii) deferred state income taxes, (ix) income tax credits, (x) other charges and credits, and (xi) net utility operating income.  All supporting working papers for each pro forma adjustment listed in subsection (1), including: (A)
	170 IAC 1-5-8(a)-2-A-C	actual test year expenses, (B) adjustments to test year expenses, and (C) a description of adjustment methodology.
	170 IAC 1-5-8(a)-3-A-D	The following monthly information by rate class for the test year: (A) operating revenues, (B) sales or deliveries, (C) number of customers, and (D) unbilled revenues.
	170 IAC 1-5-8(a)-4-A-C	Pro forma: (A) revenues, (B) sales or deliveries, and (c) numbers of customers for the test year, including detailed calculations supporting adjustments, if any, for annualization.
	170 IAC 1-5-8(a)-5-A-I	Pro forma revenue adjustment and support therefore relating to the proposed change in any nonrecurring charge, including, but not limited to: (A) insufficient funds check charge, (B) reconnect charge, (C) disconnect charge, (D) records charge, (E) collection charge, (F) meter testing charge, (G) meter reading charge, (H) meter tampering charge, and (I) connection or tap fee.
	170 IAC 1-5-8(a)-6	The utility's written policies and procedures, if any, related to the write-off of any customer accounts as uncollectible.
	170 IAC 1-5-8(a)-7	The utility's actual operating expenses by account and sub-account for the test year.
	170 IAC 1-5-8(a)-8	A schedule detailing purchases for resale of gas, electricity, and water, including costs and volumes purchased during the test year.
	170 IAC 1-5-8(a)-9	The number of employees by month for the test year, categorized by (A) bargaining unit, (B) exempt status, and (C) nonexempt status
	170 IAC 1-5-8(a)-10-A-D	Actual payroll dollars charged for the test year to accounts for the following: (A) construction (B) operation and (C) maintenance; (D) other.
	170 IAC 1-5-8(a)-11-A-B	The following information by employee category identified in subdivision (9) for each payroll increase during the test year: (A) the date and (B) the percentage increase.

VOLUME	REFERENCE	DESCRIPTION
	170 IAC 1-5-8(a)-12-A-B	A description of the utility's other employee compensation programs paid or granted by the utility during the test year, including, but not limited to, the following: (A) performance bonuses and (B) incentive payments.
	170 IAC 1-3-0(a)-12-A-B	incentive payments.
	170 IAC 1-5-8(a)-12-C	A description of the utility's other employee compensation programs paid or granted by the utility during the test year, including, but not limited to, the following: (C) stock and stock options.
	170 IAC 1-5-8(a)-13-A	Regarding benefits provided by the utility to employees, the following (A) a list of the categories of benefits.
	170 IAC 1-5-8(a)-13-B	Regarding benefits provided by the utility to employees, the following (B) the associated cost of each category.
	170 IAC 1-5-8(a)-13-C	Regarding benefits provided by the utility to employees, the following (C) the amount charged to operation and maintenance expense during the test year with respect to each category.
	170 IAC 1-5-8(a)-13-D	Regarding benefits provided by the utility to employees, the following (D) the amount of payroll benefits capitalized during the test year with respect to each category.
	170 IAC 1-5-8(a)-14	The utility's pension expense for the test year and an identification of any unfunded amounts.
	170 IAC 1-5-8(a)-15	The latest pension actuarial study used by the utility for determining pension accrual.
	170 IAC 1-5-8(a)-16	The latest actuarial study for other post-retirement employee benefits.
	170 IAC 1-5-8(a)-17-A	Schedules of net charges by category or account for each affiliated company for services rendered during the test year, including the following: (A) an explanation of the nature of services provided. Schedules of net charges by category or account for each affiliated company for services rendered
	470 IAC 4 5 9(a) 47 B C	during the test year, including the following: (B) an explanation of the basis or pricing methodology for charges, and (C) if the charges are allocated, for each type of charge allocated, the following i) a detailed explanation of the allocation methodology used and ii) the specific allocation factors
	170 IAC 1-5-8(a)-17-B-C	used.  The monthly amounts of injury and damage for the test year including the following: (A) claims paid
	170 IAC 1-5-8(a)-18-A	by the utility; and The monthly amounts of injury and damage for the test year including the following: (B) expense
	170 IAC 1-5-8(a)-18-B	accrued
	170 IAC 1-5-8(a)-19-A-D	If applicable, test year data applicable to each DSM program of the utility, including the following: (A) description of the DSM program conducted, (B) costs related to the program, (C) the accounting treatment of the costs, and (D) reference to the applicable commission orders, if any, regarding each DSM program.
	170 IAC 1-5-8(a)-20-A-C	Expenditures incurred by the utility during the test year, and amounting to more than ten thousand dollars (\$10,000) to an individual payee for: (A) outside services, (B) consulting services, and (C) legal services.
	170 IAC 1-5-8(a)-21	A schedule of all charitable and civic contributions by the utility recorded to utility operations during the test year.
	170 IAC 1-5-8(a)-22	A schedule of all research and development expenditures incurred during the test year and recorded to utility operations.
	170 IAC 1-5-8(a)-23-A-C	A schedule of (A) trade, (B) social, and (C) service organization memberships paid during the test year and recorded to utility operations.
		A schedule of estimated rate case expenses, including supporting detail, for (A) outside services to be rendered and (B) the expected costs of those services.
	170 IAC 1-5-8(a)-24-A-B	
	170 IAC 1-5-8(a)-25-A-B	Regarding advertising recorded to utility operations during the test year, the following (A) a schedule of expenditures by the utility and (B) representative samples of the advertising by major media category, including, but not limited to: i) television, ii) radio, and iii) newspaper.  The schedule required by subdivision (25) shall identify expenditures by the following subject
	170 IAC 1-5-8(a)-26-A-D	matters: (A) public health and safety, (B) conservation, (C) explanation of rates, billing practices, and other administrative matters, and (D) other advertising programs.
	170 IAC 1-5-8(a)-27	A description of the utility's methodology for capitalizing construction overheads during the test year.
	170 IAC 1-5-8(a)-28	A description of the allocation methodology of multi-utility common expenses that are allocated to the utility in the rate proceeding covered by this rule.
	170 IAC 1-5-8(a)-29-A-B	A schedule of amounts of taxes other than income taxes recorded to utility operations during the test year for the following categories: (A) social security and (B) unemployment.
	170 IAC 1-5-8(a)-29-C	A schedule of amounts of taxes other than income taxes recorded to utility operations during the test year for the following categories: (C) public utility fee.
	170 IAC 1-5-8(a) 20 D	A schedule of amounts of taxes other than income taxes recorded to utility operations during the
	170 IAC 1-5-8(a)-29-D 170 IAC 1-5-8(a)-29-E	test year for the following categories: (D) property.  A schedule of amounts of taxes other than income taxes recorded to utility operations during the test year for the following categories: (E) utility receipts tax.
		A schedule of amounts of taxes other than income taxes recorded to utility operations during the
	170 IAC 1-5-8(a)-29-F	test year for the following categories: (F) other revenue related.

VOLUME	REFERENCE	DESCRIPTION
	170 IAC 1-5-8(a)-29-G	A schedule of amounts of taxes other than income taxes recorded to utility operations during the test year for the following categories: (G) other.
	, ,	A schedule of book value and taxing authority assessed value for the determination of real and
	170 IAC 1-5-8(a)-30-A	personal property tax for (A) the test year.  A schedule of book value and taxing authority assessed value for the determination of real and
	170 IAC 1-5-8(a)-30-B	personal property tax for (B) to the extent reasonably available, the latest information subsequent to the test year.
	170 IAC 1-5-8(a)-31-A-B	A schedule of (A) deferred tax balances of the utility at the (i) beginning and (ii) end of the test year and (B) net provisions and paybacks during the test year.
	170 IAC 1-5-8(a)-32-A-B	Computations showing the deferred income taxes of the utility derived by using accelerated tax depreciation with separate computations provided for (A) state income taxes and (B) federal income taxes.
	170 IAC 1-5-8(a)-33-A-B	A reconciliation of any difference between (A) the deferred tax balance, as shown as (i) a reduction to rate base or (ii) as cost-free capital, and (B) the deferred tax balance of the utility as shown on the balance sheet.
	170 IAC 1-5-8(a)-34	A schedule showing the breakdown of accumulated investment tax credits of the utility, including a description of the methodology used to write off the unamortized balances.
	170 IAC 1-5-8(a)-35	Supporting working papers for the development of the state and federal composite income tax rate used by the utility during the test year to defer income tax expense.
	170 IAC 1-5-8(a)-36	The calculation of the interest deduction used by the utility to compute income taxes.  In addition to the information listed in subsection (a), an electric utility shall submit the following
	170 IAC 1-5-8(b)-1	information related to electric generating facility maintenance by station: Actual and budgeted maintenance costs during the test year.
	170 IAC 1-5-8(b)-2	In addition to the information listed in subsection (a), an electing utility shall submit the following information related to electric generating facility maintenance by station: Budgeted maintenance
	170 IAC 1-5-9(a)-1-A	schedule for the test year and any future period or periods as available.  A summary schedule showing the utility's proposed rate base. The schedule shall show: (A) beginning balances per the utility's books
	170 IAC 1-5-9(a)-1-b	A summary schedule showing the utility's proposed rate base. The schedule shall show: (B) proposed pro forma adjustments.
	170 1AO 1-3-3(a)-1-5	The following data for each regulatory asset for which the utility seeks rate base treatment: (A) beginning test year balance, B) end of test year balance, (C) proposed balance to be included in rates, (D) where applicable, any i) commission order, ii) accounting pronouncement, or iii) other
	170 IAC 1-5-9(a)-2-A-D 170 IAC 1-5-9(a)-3	authorization establishing the asset.  A schedule showing the fair value of the utility's proposed rate base.
	170 IAC 1-3-3(a)-3	If a utility proposes to add investment in qualified pollution control properties as defined in IC 8-1-2-
	170 IAC 1-5-9(b)	6.6 to the value of its electric property, the utility shall also submit a filing that complies with the requirements of 170 IAC 4-6.
	170 IAC 1-5-10-1	Any valuation study performed by or for the utility, including all assumptions used in that study, that serves as the basis for the utility's proposed fair value of its utility plant in service, including any supporting working papers.
	170 IAC 1-5-10-2-A	A schedule showing end of test year balances for (A) a utility's plant in service.
	170 IAC 1 5 10 2 B	A schedule showing end of test year balances for (B) accumulated depreciation by subaccount.
	170 IAC 1-5-10-2-B 170 IAC 1-5-10-3-A	The utility's construction budget for (A) the test year.
	170 IAC 1-5-10-3-B	The utility's construction budget for (B) as available, the period that ends with the plant cutoff date used to determine the plant in service rate base proposed by the utility.
	170 IAC 1-5-10-4-A-C	An annual summary by subaccount of actual net plant additions to a utility's plant in service used to determine the plant in service rate base proposed by the utility, showing (A) plant additions, (B) retirements, and (C) other changes to plant in service for the test year and, as available, for the period subsequent to the test year ending with the plant cutoff date.
		A schedule of pro forma utility additions subsequent to the test year ending with the proposed plant cutoff date, including the following: (A) estimated in service date or dates, (B) actual costs per books at the end of the test year, (C) estimated cost of utility additions based on costs as defined by the applicable NARUC or FERC Uniform System of Accounts, (D) pro forma retirements, cost to retire, or net proceeds received from the sale of property related to the proposed addition to rate base, and (E) for those utility additions that have received CWIP ratemaking treatment, the utility shall show AFUDC as a separate component of cost and include an explanation of the allocation of
	170 IAC 1-5-10-5-A-E	AFUDC to retail customers receiving service from the utility in Indiana.  A narrative statement of the criteria used to select projects included in the utility's proposed pro
	170 IAC 1-5-10-6	forma additions to the end of test year plant in service.  A narrative statement of all policies and procedures used to account for the capitalization of
	170 IAC 1-5-10-7	AFUDC. A listing of cause numbers of all commission orders that pre-certify projects added to the end of
	170 IAC 1-5-10-8	test year plant in service.
	170 IAC 1-5-11(a)-1	If applicable, the cause number and order date of the commission's rate order authorizing the utility's current depreciation rates and the cause number approving the last depreciation study.

VOLUME	REFERENCE	DESCRIPTION
	170 IAC 1-5-11(a)-2	A description of each adjustment proposed by the utility to its book accumulated provision for depreciation and depreciation expense for the test year.
	,	If a utility is seeking a change in its depreciation accrual rates, the utility shall also submit the
	170 IAC 1-5-11(b)-1	following information (1) the depreciation study performed by or for the utility that serves as the basis for the requested change in depreciation accrual rates.
		If a utility is seeking a change in its depreciation accrual rates, the utility shall also submit the
	170 IAC 1-5-11(b)-2	following information (2) a copy of any dismantlement or demolition studies performed by or for the utility.
	170 IAO 1-3-11(b)-2	If a utility is seeking a change in its depreciation accrual rates, the utility shall also submit the
	170 100 1 5 11/6) 2	following information (3) supporting working papers for the documents required in subdivisions (1)
	170 IAC 1-5-11(b)-3	and (2).  If the utility is requesting an allowance for cash working capital, a copy of all studies, including
	170 IAC 1-5-12-1	working papers, supporting the request.
	170 IAC 1-5-12-2-A	For an electric utility, (A) a complete description of the fuel inventory level policies used for planning purposes by the utility.
		For an electric utility, (B) copies of all analyses completed within the last three (3) years by or for
	170 IAC 1-5-12-2-B	the utility establishing the optimal fuel inventory level for each generating station.
		For an electric utility, (C) when determining the pro forma fuel inventory level to be used for
		regulatory purposes based on a daily burn concept, for each generating unit or plant, or both, the
		following: (i) tons of fuel consumed for the test year or applicable adjusted period, (ii) the daily burn in, (AA) tons, (BB) gallons, or (CC) cubic feet, (iii) the pro forma optimal number of days' supply
		required for each plant or unit, (iv) the pro forma inventory of tons or gallons burned by the
	170 IAC 1-5-12-2-C(i)-(vi)	generating unit or plant, (v) the fuel cost per ton or gallon, and (vi) the per books fuel inventory.
		For an electric utility, (D) any request for an adjustment to the utility's proposed fuel inventory level intended to meet normal operations must include the following: (i) a narrative discussion of the
		factors considered in determining that an adjustment is warranted, (ii) a detailed exhibit
	170 IAC 1-5-12-2-D-(i)-(ii)	demonstrating the development of the proposed adjustment.
		For a gas utility, (A) the leased and contract storage balances at the beginning of the first month and end of each month of the test year with the average of thirteen (13) monthly balances shown
		separately. If any of the balances are not representative of the utility's current operating plan, the
	170 IAC 1-5-12-3-A	utility shall include an explanation of the relevant circumstances.
	170 IAC 1-5-12-3-B	For a gas utility, (B) a complete description of the gas storage and supply policies used for planning purposes by the utility.
		For a gas utility, (C) copies of all analyses conducted by or for the utility establishing the optimal
	170 IAC 1-5-12-3-C	storage and supply level for the utility's system.  The materials and supplies balances at the beginning of the first month and end of each month of
		the test year with the average of thirteen (13) monthly balances shown separately. If any of the
	470 140 4 5 40 4	balances are not representative of the utility's current operating plan, the utility shall include an
	170 IAC 1-5-12-4	explanation of the relevant circumstances.
		Capitalization and capitalization ratios at the end of the test year and at the end of the year
		beginning twelve (12) months prior to the test year, respectively, including the following
		information: (A) year-end interest coverage ratios for the test year and the year ended twelve (12) months prior to the end of the test year, and a pro forma interest coverage under the rates
		proposed by the utility, (B) year-end preferred stock dividend coverage ratios for the test year and
	170 100 1 5 12(0) 1 0 0	the year ended twelve (12) months prior to the end of the test year, and (C) the supporting
	170 IAC 1-5-13(a)-1-A-C	calculations for the information described in clauses (A) and (B).
		The following financial data relating to the utility as of the end of the most recent five (5) fiscal
		years: (A) annual price earnings ratio, (B) earnings-book value ratio on a per share basis, using
		average book value, (C) annual dividend yield, (D) annual earnings per share in dollars, (E) annual dividends per share in dollars, (F) a book value per share yearly, (G) average annual market price
		per share calculated using monthly high and low share market prices, (H) pretax interest coverage
	170 IAC 1-5-13(a)-2-A-K	ratio, (I) post-tax interest coverage ratio, (J) market price-book value ratio average, and (K) the supporting calculations for the information described in this subdivision.
	1.0 1.10 1 0-10(a)-2-A-IX	papperang salediations for the information described in this subdivision.
		The utility's capital structure and weighted average cost of capital as of the test year end, including
		the following information: (A) common equity, (B) long-term debt, including that maturing within one (1) year, (C) other debt, with specificity, (D) preferred or preference stock, (E) customer deposits,
		(F) sources of cost free capital, including (i) pre- 1971 investment tax credit, (ii) deferred taxes for
	170 IAC 1 5 12(2) 2 A C	ratemaking, and (iii) FAS 106 non-externally funded liabilities, and (G) post-1970 investment tax
L	170 IAC 1-5-13(a)-3-A-G	credit and other components, as appropriate.

VOLUME	REFERENCE	DESCRIPTION
	170 IAC 1-5-13(a)-4-A-D	If an electing utility is asking for special treatment because of the provisions of any of the following documents of the utility or its parent company, or both, then copies of the document or documents with the affecting provision or provisions must also be submitted: (A) articles of incorporation or a similar document, (B) indentures, (C) other loan documents, (D) other documents that describe the following: (i) coverage requirements, (ii) limits on proportions of types of capital outstanding, and (iii) restrictions on dividend payouts.
	170 IAC 1-5-13(a)-5	A schedule of preferred stock outstanding by series, including current maturities, for the end of the test year and the latest date reasonably available.
	170 IAC 1-5-13(a)-6	A schedule of long-term debt outstanding by series, including current maturities, for the end of the test year and the latest date reasonably available.
	170 IAC 1-5-13(a)-7-A-C	A schedule of the following information for the utility as of the end of the test year and as of the latest date reasonably available prior to the post-filing date, respectively: (A) a computation of the embedded cost rate of long-term debt, including the amount maturing within twelve (12) months, (B) computation of the embedded cost rates of other debt, and (C) computation of the embedded cost rates of preferred or preference stock, including amounts maturing within twelve (12) months.
	170 IAC 1-5-13(a)-7-A-G	Schedules required by this subsection should contain all relevant information, including, but not limited to, the following: (A) date of issue, (B) maturity date, (C) dollar amount, (D) coupon or dividend rate, (E) net proceeds, including discounts and premiums, (F) annual interest or dividend paid and balance of principal, and (G) the calculations in this section.
	170 IAC 1-5-13(a)-9-A-B	The following information regarding the utility's plans regarding debt, common stock, and preferred stock during the year following the test year end: (A) issues that are to be retired or refinanced and (B) if a refinancing is planned, the following: (i) the manner in which the planned refinancing will proceed, that is, sinking fund or refinancing, (ii) the source of the capital to be used to implement the refinancing, and (iii) the estimated cost rate of new capital, the estimated overall cost of each refinancing operation, and any cost-benefit analyses performed relating to each refinancing.  All relevant reports in the utility's possession by rating agencies on the utility and its parent
	170 IAC 1 5 13(a) 10 A R	company for the test year, and thereafter up to date of the final hearing. The reports should be based on the debt: (A)used in calculations in the electing utility's filing; or (B) of a parent company or proxy company whose debt is rated.
	170 IAC 1-5-13(b)-11	Average monthly balance of short-term debt for the test year and the most recently available twelve (12) month period, and the utility's current cost for short-term debt.
	170 IAC 1-5-13(b)-1-3	With respect to the electing utility's proposed cost of equity and proposed fair rate of return, an electing utility shall provide the following: (1) if an electing utility used a risk premium model to establish its cost of equity, all documents the electing utility used to estimate the risk premium, (2) if an electing utility used any other cost of equity models, all documents used by the utility to derive its estimate, (3) if an electing utility used a comparable earnings model and the proxy group contains more than twenty (20) companies, an electronic copy of the analysis used by the utility in whatever format or program was used to derive the electing utility's estimated cost of equity or fair rate of return.
	170 IAC 1-5-13(c)-1-2	To the extent the electing utility is prohibited from producing copies of the documentation listed in subsection (b)(1) through (b)(3) due to the documentation being licensed or proprietary material by agreement or by copyright law, the electing utility shall provide the following: (1) A list of which document may not be copied and the reasons therefore and (2) access to the documents listed in subdivision (1) to all parties to the proceeding under this rule at a mutually convenient time and place.
	170 IAC 1-5-14-1	Monthly unaudited financial reports for the utility for the test year and for each month subsequent to the test year through the date of the final hearing in the proceeding.
	170 IAC 1-5-14-2	The utility's latest FERC rate case filing, if any, and latest rate order issued by the FERC, if any, regarding wholesale or interstate rate changes.
	170 IAC 1-5-14-3	The minutes of the board of director's meetings held during the test year and for the year following the test year.
	170 IAC 1-5-14-4 170 IAC 1-5-14-5-A	Internal audit reports prepared during the test year. Contracts regarding: (A) gas supply.
	170 IAC 1-5-14-5-B 170 IAC 1-5-14-5-C	Contracts regarding: (B) gas storage. Contracts regarding: (C) purchased electric, water, and coal.
	170 IAC 1-5-14-5-D	Contracts regarding: (O) purchased electric, water, and coal.  Contracts regarding: (D) transportation and rail contracts.
	170 IAC 1-5-14-6	Accounting information documenting monthly charges applicable to the proposed post-test year utility additions and related retirement projects.
	170 IAC 1-5-14-7-A-B	Calcuations and source documents for any affiliated transaction, including, but not limited to the following: A) parent company allocations and B) direct charges.

VOLUME	REFERENCE	DESCRIPTION
	170 IAC 1-5-15(a)-(b)	(a) An electing utility shall submit a jurisdictional separation study, if applicable, and a class cost of service study to the commission, OUCC, and any party to the proceeding. (b) For an electing utility, the class cost of service study shall include the following information: (1) allocation of rate base by rate class, (2) pro forma sales revenues at present rates by rate class, 3) allocation of other operating revenues (or miscellaneous revenue or other income) by rate class, (4) allocation of pro forma operating expenses by: (A) category or function; and (B) rate class, (5) rate of return by rate class at present rates, (6) revenues at equal rates of return by rate class at present rates, (6) revenues at eclass, (8) revenues at equal rates of return by rate class at proposed rates, (9) the proposed dollar and percent subsidy or excess reduction by rate class, and (10) revenues at proposed rates by rate class.  For an electing utility that is a water utility, the class cost of service study shall follow the guidelines
	170 IAC 1-5-15(c)	established in the American Water Works Association Manual, Fifth Edition.
	170 IAC 1-5-15(d)	The requirements of this section shall not apply to: (1) an electing utility that is described in IC 8-1-2-61.5; or (2) any electing utility that is seeking an equal percentage change to its basic rates and charges for all customer classes.
	170 IAC 1-5-15(e)-(g)	(e) Information submitted under this section shall: (1) be provided to the commission electronically or through any other medium agreed to by the commission; and (2) include all formulas used in completing the jurisdictional study and the class cost of service study, which shall be confidential and protected from disclosure to the public under IC 5-14-3-4 and IC 8-1-2-29. (f) If impossible or impractical for an electing utility to provide information in the form described in subsection (e), the electing utility shall make available to the commission during normal business hours, on the electing utility's premises, a computer and all software used to create and store the information. (g) The electing utility shall provide the information submitted to the commission under this section, in the form described in subsection (e), to any other party to the proceeding if the other party and the electing utility enter into a mutually acceptable confidentiality agreement covering the information.
	170 IAC 1-5-15(h)	(h) If any party receiving information under subsection (g) wishes to propose data and methodologies for use in the electing utility's jurisdictional separation study or cost of service study, the party shall provide the information to the following: (1) The commission in the form described in subsection (e). (2) Any other party to the proceeding that enters into a mutually acceptable confidentiality agreement covering the information among the following: (A) the party, (B) the electing utility, and (C) the recipient of the information.
	170 IAC 1-5-16(a)-1-2	An electing utility that proposes to modify the underlying structure of its rates shall submit the following to the Commission, OUCC and any party to the preceding: (1) direct written testimony (A) detailing the reason for, and (B) indicating the methods used in developing the proposed rate structure. (2) The billing determinants and derived rates used to produce the requested revenue requirement for each proposed charge in a rate schedule or rate group.
	170 IAC 1-5-16(a)-3-A-I	Cost justification for the establishment of or a change to any nonrecurring charges, including but not limited to: (a) insufficient funds check charge, (b) reconnect charge, (c) disconnect charge, (d) recharge (establish or change account), (e) collection charge, (f) testing charge, (g) meter reading charge, (h) meter tampering charge, and (i) connection or tap fee.
	170 IAC 1-5-16(b)-(c)	(B) An electing utility that proposes to modify its (1) terms and conditions of service, (2) rules, (3) regulations, (4) rates, (5) charges, or (6) other tariff provisions, shall submit a complete set of tariffs to the commission. (C) Additions to the prior tariff shown in (1) bold type or (2) underlined. Deletions from the current tariff shall be shown by striking through the text.  An electing utility shall submit bill comparisons to the commission showing monetary and
	170 IAC 1-5-16(d)	percentage changes for a typical residential bill that would result from a requested change in rates and charges.