

GAS DELIVERY & SUPPLY SERVICES

RATES, TERMS AND CONDITIONS

FOR GAS SERVICE

Issued By The

Westfield Gas, LLC
Doing Business As
Citizens Gas of Westfield
2020 North Meridian Street
Indianapolis, Indiana 46202

Jeffrey A. Harrison
Chairman
Board of Directors

Aaron Johnson
President

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TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43624

EFFECTIVE:

1. DEFINITIONS

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

1.1 3RD PARTY SUPPLIER

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

1.2 AGGREGATED ACCOUNT

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

1.3 APPLICANT

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

1.4 AUTOMATED METER READING OR AMR

All hardware and equipment installed on a Customer's Premises for the purpose of transmitting a daily meter reading to the Company.

1.5 BALANCING

Services provided by the Company as a part of Gas Delivery Service, that accommodates the usage swings of Customers.

1.6 CITIZENS WASTEWATER OF WESTFIELD, LLC

Citizens Wastewater of Westfield, LLC, 2020 N. Meridian Street, Indianapolis, IN 46202 or any professional management firm that has been retained by Citizens Wastewater of Westfield, LLC to operate its sewage disposal system and that is acting in its capacity as the agent or representative of Citizens Wastewater of Westfield, LLC.

1.7 CITIZENS WATER OF WESTFIELD, LLC

Citizens Water of Westfield, LLC, 2020 N. Meridian Street, Indianapolis, IN 46202, or any professional management firm that has been retained by Citizens Water of Westfield, LLC to operate its water utility facilities and that is acting as the agent or representative of Citizens Water of Westfield, LLC.

- 1.8 CITY GATE**
The delivery/receipt point between intra and interstate pipelines supplying Gas to the Company's gas distribution system.
- 1.9 COMBINED BILL**
A bill issued to a Customer for any combination of more than one of the Utility Services. Charges for Administrative Services provided to Customers will be billed separately from Gas Delivery Services and Gas Supply Services.
- 1.10 COMMERCIAL CUSTOMER**
Customers primarily engaged in wholesale or retail trade, service (including five or more households served by a single meter), and any Customer not directly covered by another service classification.
- 1.11 COMPANY**
Westfield Gas, LLC, d/b/a Citizens Gas of Westfield, 2020 N. Meridian Street, Indianapolis, IN 46202.
- 1.12 COMPANY USE GAS**
Gas used by the Company, including compressor facilities fuel or natural gas vehicles.
- 1.13 CONSOLIDATED ACCOUNT**
A single Commercial or Industrial Customer receiving Gas Delivery Services through multiple Meters supplying a single Premise. All Gas consumption measured by multiple Meters is combined and billed through a single rate schedule. Only available to Large Volume Customers. Unless otherwise specified by the Company, each Meter will receive a separate Customer Charge.
- 1.14 CRITICAL PERIOD**
A period, declared at the discretion of the Company, during which time unusual conditions jeopardize normal operation of the Company's system.
- 1.15 CURTAILMENT**
A temporary reduction in Gas usage directed by the Company for operating reasons, or for protection of human need uses.
- 1.16 CUSTOMER**
An Applicant who has been approved by the Company to receive, consume, or use the Company's Gas Delivery Services and/or Gas Supply Services. The term Customer shall not include 3rd Party Suppliers that may be customers of the Company for Administrative Services.

1.17 CUSTOMER CHARGE

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

1.18 DAILY GAS SUPPLY DELIVERIES

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

1.19 DAILY GAS SUPPLY NOMINATIONS

The gas supply volumes confirmed by a pipeline to be delivered to the Company's City Gate by or on behalf of a Customer.

1.20 DAILY USAGE IMBALANCES

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

1.21 DELIVERY CHARGE

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

1.22 DELIVERY IMBALANCES

The difference between the Daily Gas Supply Nominations compared to the level of Daily Gas Supply Deliveries on behalf of a Customer in a Supplier Group.

1.23 ECONOMIC OPERATIONAL FLOW ORDER

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

1.24 GAS

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

1.25 GAS DAY

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

- 1.26 GAS DELIVERY SERVICE**
The transportation of Gas by the Company from the City Gate to a Customer's Meter. Gas Delivery Service includes Balancing.
- 1.27 GAS DELIVERY SERVICE AGREEMENT**
The required agreement between the Company and a Customer who is provided gas supply services by a 3rd Party Supplier.
- 1.28 GAS MANAGEMENT SYSTEM OR GMS**
All computer hardware and software required to administer Customer-specific gas supply transactions.
- 1.29 GAS SERVICE LINE**
A line used to transport Gas from Company mains to Customer Premises.
- 1.30 GAS SUPPLY CHARGE**
A rate per unit of Gas consumed by the Customer, designed to recover the cost of Gas and related off-system services, including pipeline transportation and Balancing services, incurred by the Company to provide Gas Supply Service to the Customer's Meter.
- 1.31 GAS SUPPLY SERVICE**
The sale of Gas and related off-system services, including pipeline transportation and Balancing services, by the Company to a Customer.
- 1.32 HUMAN NEEDS CUSTOMER**
A Residential Customer, a Commercial Customer of a residential nature, or any Customer whose facilities are of a kind where the element of human welfare is the predominant factor or whose facilities are needed to protect or preserve the public health, safety and welfare. Such facilities include, but shall not be limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, certain charitable institutions and day care facilities.
- 1.33 INDUSTRIAL CUSTOMER**
A Customer engaged in a process that creates or changes raw or unfinished material into another form or product.
- 1.34 I.U.R.C. RULES**
The Indiana Utility Regulatory Commission Rules and Regulations of Service for Gas Utilities operating within the State of Indiana, as promulgated in Cause No. 34613, approved September 13, 1976, effective April 12, 1977, as may be amended from time to time.

- 1.35 MASTER METER**
A Meter installed upstream from a building service or entrance or building regulator in such a manner as to measure the total quantity of Gas used in two (2) or more buildings in a single complex.
- 1.36 MAXIMUM DAILY QUANTITY**
The total connected gas load times 24 hours.
- 1.37 METER**
A device for measuring the quantity of Gas used. Two (2) or more Meters connected in parallel, with the total quantity of Gas used being the sum of the quantities measured by the individual Meters, shall be considered a single Meter, if installed at the directive of the Company.
- 1.38 MONTH**
The period of time between any two consecutive Meter reading dates which shall be scheduled as nearly as practicable every thirty (30) days. It does not necessarily mean the Meter will actually be read according to that schedule.
- 1.39 MONTHLY CASH OUT**
A month-end calculation of charges and credits pertaining to Usage Balancing Service for 3rd Party Suppliers.
- 1.40 NON-ECONOMIC OPERATIONAL FLOW ORDER**
A directive issued by the Company, pertaining to a Critical Period, to a 3rd Party Supplier, to deliver for Customer use a specific volume of Gas to a specific point of receipt. Non-Economic Operational Flow Orders shall be issued by the Company at any time a material and significant threat to the operational integrity of the Company's system occurs, or is about to occur.
- 1.41 NON-GAS COST REVENUE**
Revenue received by the Company from a Customer, excluding Gas costs such as commodity gas costs and related off-system services, including pipeline transportation and Balancing services, and other gas costs recovered through the Gas Supply Charge.
- 1.42 NON-PERFORMANCE CHARGE**
A rate per unit of Gas consumed by the Customer, designed to recover the excess cost of Gas and related off-system services, including pipeline transportation and Balancing services, incurred by the Company, during a Curtailment period or order of the Company for the Customer to reduce its hourly or daily use of Gas, to provide Gas Supply Service to the Customer's Meter.
- 1.43 NORMAL TEMPERATURE ADJUSTMENT OR NTA**
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.

- 1.44 OPERATIONAL FLOW ORDER**
Either an Economical Operational Flow Order or a Non-Economic Operational Flow Order.
- 1.45 PREMISE**
One contiguous piece of property owned by a single Customer, which is not intersected by a public right-of-way or thoroughfare.
- 1.46 RESIDENTIAL CUSTOMER**
A Customer receiving, consuming or using the Company's Gas Delivery Services and/or Gas Supply Services to a single family dwelling or building, an individual flat or apartment, or to not over four households served by a single Meter in a multiple family dwelling or portion thereof. A Residential Customer also includes Customers receiving, consuming or using the Company's Gas Supply Services and/or Gas Delivery Services to Premises used regularly for professional or business purposes when the residential use is half or more of the total Gas volume.
- 1.47 SCHOOL CUSTOMER**
Any School Customer as defined in Indiana Code §20-18-2-16.
- 1.48 SINGLE ACCOUNT**
A single Commercial or Industrial Customer receiving Gas Delivery Services through a single Meter supplying one Premise.
- 1.49 SUPPLIER APPLICANT**
Any individual, partnership, association, firm, public or private organization, limited liability company, government agency, institution or group thereof applying to provide gas supply services to Customers within the Company's service area.
- 1.50 SUPPLIER GROUP**
Customers who are provided Gas Supply Services by the same 3rd Party Supplier. Customers in each Supplier Group will have Usage Imbalances netted on a monthly basis, for the purposes of calculating a Usage Balancing Monthly Cash Out, as defined in the Administrative Service tariffs. Each 3rd Party Supplier can only maintain one Supplier Group.
- 1.51 SWITCHING CHARGE**
A rate charged to a Customer who changes from Company Gas Supply Service, for any changes in the 3rd Party Supplier selected, or for returning to Company Gas Supply Service.
- 1.52 THERM**
100,000 British Thermal Units (BTU). For billing purposes, the consumption of Gas by Customers shall be measured in Therms.

1.53 UNACCOUNTED-FOR GAS

The difference between the amount of Gas purchased and the amount of Gas sold, whether more or less, with differences being in leaks and/or measurements.

1.54 USAGE IMBALANCES

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

1.55 UTILITY SERVICES

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

1.56 WACOG

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

1.57 YARD LINE

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

2. APPLICATION OF TARIFF

2.1 FILING AND PUBLICATION

2.11 A copy of all Gas Rates, and General Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services, will be supplied is on file with the Indiana Utility Regulatory Commission and is posted or filed in each office of the Company for the convenience of the public.

2.12 These Company rules are intended to and do supersede and cancel all former rules and regulations now on file with respect to the matters included herein.

2.13 These Terms and Conditions, when approved by the Indiana Utility Regulatory Commission, shall apply to and govern Gas Delivery Services, Gas Supply Services, and Administrative Services, provided by the Company within its service territory.

2.14 The failure of the Company to enforce any of the Gas Rates and Terms and Conditions under which Gas Delivery Services, Gas Supply Services, and Administrative Services, are

**CITIZENS GAS OF WESTFIELD
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supplied shall not be deemed a waiver of its rights to do so.

**TERMS AND CONDITIONS
I.U.R.C. CAUSE NO. 43624**

EFFECTIVE:

2.2 WRITTEN APPLICATION OR CONTRACT

- 2.21** A written application and/or contract, properly executed in a form acceptable to the Company, may be required from the Customer or 3rd Party Supplier before the Company will supply Gas Delivery Services, Gas Supply Services, or Administrative Services, or as a condition for the continued supply of Gas Delivery Services, Gas Supply Services, or Administrative Services, provided, however, that the Company shall have the right to reject an application for valid reasons.
- 2.22** Where two or more parties join in one application for Gas Delivery and/or Gas Supply Services or Administrative Services, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for service supplied in accordance therewith.
- 2.23** The Customer shall give the Company written notice in advance of any material change either in the demand for Gas Delivery and/or Gas Supply Services or the character of the gas appliances or apparatus installed at the Customer's service address.
- 2.24** Where more than one rate is available for the class of service requested, the Customer shall designate the desired rate. Except as limited by the terms of any Gas Delivery Services contract, the Customer may change to another applicable Gas Delivery Service rate at any time thereafter by giving written notice to the Company, provided each successive change shall continue for not less than a twelve-month period.
- 2.25** The Company does not guarantee the Customer will be served under the most favorable rate at all times, and no refund will be made representing the difference in charges between the rate under which service actually has been rendered and another rate applicable to the same class of service.
- 2.26** The Company will, at the request of the Customer, assist the Customer in the determination of the rates under which the Customer desires to be served. However, the Customer is responsible for the accuracy of comparisons and any decisions regarding rates.

3. DEPOSITS

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

- 3.2 The Company may require non-Residential Customers or Applicants for Gas Delivery and/or Gas Supply Services that are not Residential Customers to make a cash deposit at any time to assure payment of bills, and as a condition of receiving or continuing to receive Gas Delivery and/or Gas Supply Services. Such deposit shall not be less than forty dollars (\$40.00), nor more than the amount of the bill for any three (3) consecutive months known or estimated to have the highest gas consumption. The Company shall determine the appropriate deposit.
- 3.3 Interest on any deposit held by the Company on February 2, 2006 earned an interest rate of six percent (6%) per annum from the date of receipt by the Company through February 2, 2006. Effective February 3, 2006, any deposit held for more than thirty (30) days will earn interest calculated monthly at the authorized rate of interest for the current Month from the date the deposit is paid in full to the Company. The rate of interest will be established by the Indiana Utility Regulatory Commission in a general administrative order for each calendar year.
- 3.4 Deposits from Residential Customers will be refunded after the Residential Customer has established an acceptable payment record for Utility Services in accordance with the I.U.R.C. Rules. The deposit of any non-Residential Customer or the deposit of a Residential Customer who fails to establish an acceptable payment record may be retained by the Company until Utility Services are discontinued.
- 3.5 Upon discontinuance of Utility Services, the deposit and earned interest, if any, will be applied to the balance of any outstanding Utility Services bills or unbilled consumption. The remaining unapplied portion, if any, of the deposit and earned interest will be refunded to the Customer. The Customer will be billed for any balance due the Company. The balance of any deposit and interest, after being applied to any outstanding bills which cannot be returned to the Customer after termination of service, shall be reported and disposed of as required by the Uniform Disclaimer of Property Interests Act (Indiana Code 32-17.5, et seq).
- 3.6 When a gas main extension is required to serve any Customer(s) or Applicant(s) for Gas Delivery and/or Gas Supply Services, and such extension is not economically feasible, the Company may require a deposit and/or contract, and make refunds thereafter, all in accordance with the I.U.R.C. Rules.

4. EXTENSION OF COMPANY'S FACILITIES

The following terms apply to the Company's extension of facilities to service a prospective Customer or group of prospective Customers.

- 4.1 Upon request for Gas Supply Service by a prospective Customer or a group of prospective Customers located in the same area, the Company will extend without charge its facilities including distribution mains, underground service pipes, Meters and other equipment necessary to provide the service, provided:

- 4.11** Company's estimate of its Non-Gas Cost Revenue from such Gas Delivery and/or Gas Supply Service(s) 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 cost of providing such facilities, and;
- 4.12** The prospective patronage or demand is, in the Company's sole judgment, of such permanency as to warrant the capital expenditure involved.
- 4.2** If the cost of the facilities necessary to provide the Gas Delivery and/or Gas Supply Service(s) requested exceeds the "without-charge limit" described in the paragraph above, Company may require either a deposit or adequate provision of the payment of a deposit equal to the cost of the facilities extension in excess of the without-charge limit.
- 4.3** 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 within that six year period, 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.
- 4.4** Upon request for Gas Delivery and/or Gas Supply Service by a prospective Customer where, in the Company's opinion, the facilities extension is of such length and the prospective Non-Gas Cost Revenue which may be developed by it is so meager as to make it doubtful whether the Non-Gas Cost 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 Indiana Utility Regulatory Commission for investigation and determination as to the convenience and necessity of such extension, and if so required, the conditions under which they shall be made.
- 4.5** The Company shall not be required to make a distribution main extension under Section 4.1 unless the Customer(s) to be initially served by such extension have entered into an agreement with the Company setting forth the obligations and commitments of the parties, which may require the Customer(s) to provide a satisfactory guaranty to the Company of the performance of the Customer's obligations.

5. BILLING AND PAYMENT OF BILLS

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

- 5.2** The Company shall provide various billing plans whereby alternative payment options are available.
- 5.21** The Company may provide a budget plan for payment of Utility Services bills by the Customer whereby the annual bill as estimated by the Company is divided into even monthly payments. The annual amount actually paid by the Customer shall be balanced with the annual amount actually billed to the Customer and any difference shall be paid by (or credited) to Customer.
- 5.22** The Automatic Bank Deduction Plan shall be a payment plan whereby the Combined Bill amount is deducted each month from the Customer's checking account by the Customer's authorized financial institution. The Company shall continue to provide to the Customer a monthly bill.
- 5.3** The Company shall provide for the application of Combined Bill payment as follows:
- 5.31** In the case of partial payments of any Combined Bill, the Company shall prorate Combined Bill payments based upon billed charges for Utility Services and apply payments first to the Customer's oldest outstanding charges for Utility Services and then to the Customer's current charges for Utility Services where applicable. Payments will be applied to the charges for non-Utility Services last.
- 5.32** A Customer may direct application of partial payments of a Combined Bill to a particular Utility Service by notifying the Company at the time of the payment. Notification shall consist of a telephone or in person conversation with a customer service representative.
- 5.33** Payments in excess of the charges for applicable Utility Services will be applied to non-Utility Services balances and prorated according to the balances of the non-Utility Services.
- 5.4** When an error is discovered in any billing or when billing is omitted, the Company may adjust such error to the known date of error, but in any event within not more than twelve (12) Months from the date of such billing. Whenever it is discovered a Meter is not recording within the limits of accuracy as prescribed by the I.U.R.C. Rules, an adjustment of the individual billings shall be made for a period of one-half of the time elapsed since the previous Meter test, or one year, whichever period is shorter.
- 5.5** When for good cause pursuant to 170 IAC 5-1-13(C), a Meter is not read on a normal interval, an estimated Meter reading shall be used and so identified on the bill. An estimated Meter reading for a Customer's bill will be determined by adding the Customer's calculated Gas consumption during the billing period to the Meter reading at the beginning of the billing period.

- 5.6 If payment for a Utility Services bill from a Customer is not received by the Company or its agent within seventeen (17) days from the date the bill is mailed, the bill shall be considered delinquent.
- 5.61 The Company may add a late payment charge to a Customer's delinquent Utility Services bill; such charge will be ten percent (10%) on the first three dollars (\$3.00) of Gas Delivery and Gas Supply Service charges and three percent (3%) on the amount in excess of three dollars (\$3.00).
- 5.62 A single charge may be made for each visit to the Customer's Premises to collect a delinquent account for applicable Utility Services; such charge to the Customer shall be pursuant to the Delinquent Account Collection Charge reflected on Appendix C.
- 5.63 A single charge may be made for handling a single check from a Customer for Utility Services returned unpaid by any financial institution; such charge shall be pursuant to the Bad Check Charge reflected in Appendix C.
- 5.7 The Company may elect, with the consent of the Customer, to replace several Meters in the contiguous complex of a Customer with a Master Meter. Such Master Meter for billing purposes shall be computed on the basis of a single Customer.
- 5.8 Upon detecting a device or scheme which has been utilized to avoid or attempted to avoid full payment for Gas Delivery and/or Gas Supply Services, the Company may, after estimating the volume of Gas Delivery and/or Gas Supply Services so used:
- 5.81 Immediately disconnect such Gas Delivery and/or Gas Supply Services without notice pursuant to Rule 9.3.
- 5.82 Bill and demand immediate payment from the person benefiting from such device or scheme the actual cost of Gas used, corrections and repairs, or two hundred dollars (\$200.00), whichever is more.
- 5.83 Bill any and all damages as provided by Indiana Code 34-24-3-1 et seq. based upon the Company's reasonable and customary estimate thereof.

6. METERING AND RESALE

- 6.1 If the Company owns and installs more than one Meter on the Customer's Premises, except for the convenience of the Company, the rate for service furnished through each metered supply shall be determined as if such service were rendered to a separate Customer.
- 6.2 The Gas supplied to a Customer incident to any Gas Delivery and/or Gas Supply Services shall not be remetered or submetered for resale in whole or in part.

- 6.3** The Meter is the property of the Company and is periodically tested. The Meter may be read, removed, changed, or replaced at any reasonable time at the discretion of the Company.
- 6.4** Unless otherwise agreed to by the Customer and the Company, all Gas sold shall be metered at a normal gauge pressure of six (6) inches of water, but shall not vary more than fifty percent (50%) above or below said normal pressure. In addition, the maximum pressure on any day shall never be greater than twice the normal minimum pressure that day. When Gas is supplied at a different pressure, the Gas consumption as indicated by the Meter shall be corrected to the equivalent quantity of Gas measured at six (6) inches of water.
- 6.5** Gas sold within the Company's system shall have a monthly average total heating value of approximately 1,000 BTU per cubic foot of Gas.
- 6.51** The billing unit, for the purpose of billing Gas consumption, shall be one Therm on the measurement basis specified in Rule 6.52 below.
- 6.52** The unit of volume for the purpose of measurement at the Customer's Meter shall be one (1) cubic foot of Gas at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 14.54 pounds per square inch, dry.
- 6.6** The Customer shall provide a suitable space satisfactory to the Company for the Meters, regulators, and other equipment necessary to provide Gas Delivery and/or Gas Supply Services. Said space shall be readily accessible to employees of the Company, and shall be kept free of foreign materials and maintained in a sanitary condition by the Customer.
- 6.7** The Meter, meter connections, and service piping from the main to the Meter, and any extension thereof including Yard Lines installed at Company cost, shall belong to the Company and will be installed, repaired, adjusted, or removed only by employees of the Company or its agent regardless of whether any charges for service piping have been paid by the Customer.
- 6.8** Certain Customers, excluding residential, may elect or may be required to have installed, at the Customer's expense, Automated Meter Reading equipment, consisting of hardware attached to the Customer's Meter, that transmits regularly scheduled Meter readings to Company's AMR system. AMR data will be made available to the Customer electronically as well as to its 3rd Party Supplier (with the Customer's permission). Installation charges and monthly fees will be billed to the Customer through Automated Meter Reading Service, under Gas Rate No. A1.

7. SERVICE, EQUIPMENT, AND LIABILITY

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

- 7.2** Gas Service Lines will be installed and maintained by the Company from the main to the Meter, except as otherwise provided for by written agreement between the Customer and the Company. The Company may require a long-term contract and cash deposit as security for construction cost when unusual construction or equipment cost is necessary to furnish Gas Delivery and/or Gas Supply Services.
- 7.3** Any change of location of Gas Service Lines or Meters at the Customer's request shall be done only with the consent of the Company. The Company or its agent will do the work at the expense of the Customer.
- 7.4** All of the Customer's piping and equipment and/or accessories thereto necessary to utilize Gas Delivery and/or Gas Supply Services furnished by the Company shall be installed and belong to the Customer, and must be maintained at the Customer's expense. The Customer shall bring his piping to the Meter outlet for connection to the Company's piping in a location satisfactory to the Company. The Company shall not be liable for any loss, injury, or damage, including death, resulting from the Customer's use of such equipment or piping, or occasioned by the Gas Delivery and/or Gas Supply Services furnished by the Company beyond the Meter outlet. All of the Customer's piping, equipment, and appliance accessories so installed and maintained shall be in accordance with all applicable codes, rules, and regulations of the Company and any applicable regulatory entities with jurisdiction.
- 7.5** The Company reserves the right to inspect the Customer's installation, but such inspection, or failure to make inspection, or the fact that the Company may connect to such installation at the delivery point, shall not make the Company liable for any loss, injury, or damage, including death, which may be occasioned by the Customer's use of such equipment or piping of the Company's service unless due to the sole negligence of the Company. Failure to comply with the Company's reasonable request to make an inspection shall be grounds for the Company to discontinue service with notice to the Customer pursuant to Rule 9.4.
- 7.6** The Customer agrees to make available without cost to the Company, an easement for access to Customer's dwelling or other structure in the event the Gas Service Lines must pass through the property of third parties. In the event the Customer is unable or unwilling to furnish such easement upon request, the Company shall be relieved of the responsibility of installing the Gas Service Lines or of furnishing Gas to the Customer.
- 7.7** The Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict, or refuse service which will result in unreasonable demands on its distribution system, production capability, contractual requirements of supply, transportation and storage from other companies, or which will jeopardize service to existing Customers.

8. COMPANY AND CUSTOMER OBLIGATIONS

8.1 COMPANY'S OBLIGATIONS

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

8.2 CUSTOMER'S OBLIGATIONS

- 8.21** The Customer shall install and maintain all piping, appliances, and equipment not described in Rule 6.7 of these rules, in the condition required by applicable codes adopted by the governmental authorities having jurisdiction and in a manner approved by the Company. The Customer shall use such piping, appliances, and equipment so as not to disturb the Company's service to other Customers.
- 8.22** In the event of loss damage to the property of the Company through misuse by, or the negligence of, the Customer or agents and employees of the same, the Customer shall reimburse the Company for the cost of the necessary repairs or replacement thereof.
- 8.23** The Company's employee or agent shall have access to the Customer's or other users Premise at all reasonable hours, and at any time in the event of an emergency, to inspect, read, repair, or remove its Meters and other property, and to inspect the appliances and piping installed for connection or connected to the Gas Service Line on the Customer's Premise.
- 8.24** No person other than an employee or agent of the Company shall be permitted to reestablish the flow of Gas to a Customer's Gas Service Line(s) after a shut-off by the Company or other governmental authorities having jurisdiction.
- 8.25** The Customer shall hold the Company harmless for any loss, cost, damage, or expense to any party, resulting from the use or presence of Gas or gas appliances upon the Customer's Premises unless due to the sole negligence of the Company.

- 8.26** The benefits of and the responsibility for Gas Delivery and/or Gas Supply Services shall commence when the Company initiates service pursuant to an application for the same, and shall be binding upon the Customer, the Customer's heirs, personal representatives, or successors in interest until such service is discontinued pursuant to Rule 9; provided, however, discontinuance of Gas Delivery and/or Gas Supply Services shall not relieve the obligation to make payment for service so rendered by the Company, nor shall discontinuance of Gas Delivery and/or Gas Supply Services relieve the obligation to provide the Company access to its Meters or other property.
- 8.27** Upon written request by the Company, the Customer will correct any unsafe or unsanitary conditions affecting Gas Service Lines, Meter reading, or inspection of such Gas Service Lines on the Customer's Premises including but not limited to the presence of vicious dogs or other animals, hazardous steps or other access to Company equipment, the accumulation of debris, refuse, or filth on or adjacent to Company equipment. If such condition is not corrected within thirty (30) days of such written request, the Company may initiate discontinuance of service pursuant to Rule 9.3.

9. DISCONTINUANCE OF SERVICE

- 9.1** A Customer shall notify the Company at least three (3) working days prior to the date such Customer desires its Gas Service Line to be disconnected, and the Company shall have three (3) working days thereafter to make such disconnection. The Customer will be responsible for the payment of all bills for Gas Delivery and/or Gas Supply Services used while the account is in the Customer's name prior to expiration of such three (3) working day period.
- 9.2** When a Customer requests disconnection at a Gas Service Line location, the Company may, at its option, discontinue service by either physically turning off the Gas Service Line, or when requested by the new Applicant at the same service location, by obtaining a meter reading and leaving the Gas Service Line on in the name of the new Applicant.
- 9.3** The Company may discontinue Gas Delivery and/or Gas Supply Services to the Customer without request by the Customer and without notice, and may remove any of its property from the Customer's Premises without legal process for any one of the following reasons:
- 9.31** Where a condition dangerous or hazardous to life, physical safety, or property exists.
- 9.32** Upon order by any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority, or upon written instruction by a law enforcement agency acting within its jurisdiction pursuant to Indiana Code 35-45-5-4(c).
- 9.33** A fraudulent or unauthorized use of Gas is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such tampering.

- 9.34** Where the Company's equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.
- 9.35** Detection of a device or scheme which has been utilized to avoid or attempted to avoid full payment for Company Gas Delivery and/or Gas Supply Services as defined by Indiana Code 35-43-5-6.
- 9.4** The Company may discontinue Gas Delivery and/or Gas Supply Services to the Customer after seven (7) days written notice; however, in the case of a Residential Customer, and subject to Rule 9.5, said written notice shall be fourteen (14) days, which notice shall be deemed received by the Customer on the day after mailing by the Company, in accordance with the I.U.R.C. Rules for any one of the following reasons:
- 9.41** A violation of the requirements of its Gas Delivery and/or Gas Supply Services or any failure to comply with applicable codes, rules, or regulations regarding Gas Delivery and and/or Gas Supply Services.
- 9.42** Nonpayment of a delinquent bill.
- 9.43** Refusal or failure when requested to make a cash deposit or an increased cash deposit, to assure payment of bills.
- 9.44** When the Company has reasonable evidence that a Customer who is indebted to the Company for Gas Delivery and/or Gas Supply Services at his present or other location is receiving Gas Delivery and/or Gas Supply Services under the same or a different name and the Company has good reason to believe the Customer is attempting to defraud the Company.
- 9.45** A Residential Customer shall not be disconnected for indebtedness incurred for Gas Delivery and/or Gas Supply Services at a different location if such bill has remained unpaid for less than forty-five (45) days.
- 9.5** Except as provided in Section 9.3, the Company shall not disconnect residential Gas Service Line, without a Customer request, from December 1 through March 15 if:
- 9.51** The Residential Customer is either receiving or is eligible for and has applied for assistance under the Home Energy Assistance Program pursuant to Indiana Code 4-4-33 or such program, if any, that may replace it.
- 9.52** The Residential Customer has completed an application for Home Energy Assistance and has provided the Company with proof of said application, or the Company has been notified in writing by the agency handling the State's Home Energy Assistance Program or its authorized representatives.

- 9.6** Residential Customer may request the Company notify a predesignated third party of a Utility Service disconnection notice issued to the Residential Customer. Such request shall be made in writing in the form of a Duplicate Notice Protection Plan Enrollment Application. When requested, the Company shall notify the predesignated third party, by mail, of the pending Utility Service disconnection at the time the Company renders the disconnection notice to the Residential Customer. The Company may restrict the use of the Duplicate Notice Protection Plan to its Residential Customers who are elderly, handicapped, ill, or otherwise unable to act upon a service disconnection notice, as determined by the Company.
- 9.7** Discontinuance of Gas Delivery and/or Gas Supply Services, as provided for in Rules 9.1, 9.2, 9.3, and 9.4 shall not relieve the Residential Customer from liability of unpaid bills, or from the responsibility to provide access to the Company's Meters or other property, and the Company shall have the right to enforce any contract notwithstanding such discontinuance.
- 9.8** If the supply of available Gas diminishes to the point where continuous service to other Customers is threatened by service to Commercial or Industrial Customers, the Company may discontinue or limit Gas Delivery and/or Gas Supply Services to any such Commercial or Industrial Customer in accordance with the provisions of Rules 11 or 12, irrespective of any contracts in force.

10. RECONNECTION OF SERVICE

- 10.1** Before restoration of any Gas Service Line discontinued for any of the reasons set forth in the Gas Delivery and/or Gas Supply Services rate schedules, the following applicable conditions shall be complied with, and a charge may be made sufficient to reimburse the Company for its costs of disconnecting and reconnecting the Gas Service Line; such charge shall be pursuant to Appendix C.
- 10.11** The violation of its Gas Delivery and/or Gas Supply Services rate schedules shall be corrected.
- 10.12** Full payment or satisfactory arrangements for the payment of all bills for Gas Delivery and/or Gas Supply Service then due must be made.
- 10.13** A cash deposit as guarantee for payment of all future Gas Delivery and/or Gas Supply Service bills shall be made.
- 10.14** Estimated amounts due the Company by reason of any fraudulent use of Gas must be paid and a cash deposit to guarantee the payment of future bills shall be made.

- 10.2** Except as provided in Section 10.3, below, when reconnection of Gas Service Line is requested by a Customer within one year following disconnection of Gas Service Line at the request of that Customer, a charge for restoration of Gas Service Line may be made. Such charge shall be the greater of:
- a. Reconnect/Disconnect Charge as reflected on Appendix C, or
 - b. The sum of the Customer Charges, as prescribed by the applicable Gas Delivery and/or Gas Supply Services rate schedules, for each Month the Gas Service remained discontinued.
- 10.3** When reconnection of Gas Service Line is requested for a Gas Service Line that has been cut and capped, a charge may be made sufficient to reimburse the Company for its costs of service restoration from the Meter location to an active gas main.

11. PROTECTION OF SYSTEM INTEGRITY

- 11.1** Non-Economic Operational Flow Orders, interruptions, and Curtailments are designed for use at times when the Company, due to unforeseen conditions, must take action to protect the integrity of its system. When employing one or more of these actions, the Company will make every safe and feasible attempt to minimize the impact to its Customers.
- 11.2** To the extent circumstances permit, the following will be the order of actions taken by the Company to protect its system integrity. Non-Economic Operational Flow Orders, consistent with Section 13.4, will be issued by the Company as a first step in protecting the operational integrity of its system. Depending upon the time of year, level of overall system demand, and available gas supply volumes, a Non-Economic Operational Flow Order may be sufficient to remedy any problem that may occur. The second step to be taken by the Company is Curtailment, consistent with Section 12.
- 11.3** Once the Company has determined that there no longer is a threat to system integrity, the Company will begin notifying affected Customers and 3rd Party Suppliers that the previously described actions are no longer necessary and that they may resume normal operations.

12. CURTAILMENT

The Company may order Curtailment for operating reasons (e.g., malfunction of City Gate station, malfunction of critical valve) to protect the Company's system; when it becomes apparent gas supplies will be insufficient and protection of all essential human needs uses is contingent upon Curtailment of other uses; and, for any other reasons, as described in Rule 8.11.

12.1 NOTICE

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

12.2 PENALTIES

In the event a Customer fails to comply with any Curtailment notice or order of the Company for the Customer to reduce its hourly or daily use of Gas, the Customer may be subject to Non-Performance Charge provisions pursuant to the Non-Performance Charge reflected on Gas Rate No. A1, for all Gas volumes delivered in variance from the quantity ordered by the Company.

12.3 ORDER OF CURTAILMENT

In effecting any such Curtailment, the Company shall be entitled to curtail gas deliveries to any Industrial Customer or Commercial Customer, other than Human Needs Customers. The Company shall first curtail or discontinue Gas Delivery and/or Gas Supply Services to Customers served under Rate Schedules D50, D30, and D40, in that order that commonly use large quantities of Gas and are not engaged in an activity essential to health or safety, and where Gas not delivered can be readily utilized by the Company to reduce any deficiency in the Gas Supply to all Human Needs Customers.

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

13. TRANSPORTATION PROGRAM

13.1 ELIGIBILITY

All Customers served under Gas Rate Nos. D30, D40, and D50 are eligible to annually select a 3rd Party Supplier to provide them gas supply service as part of a Supplier Group. Such annual elections will be allowed January 1 through February 28 of each year and will be effective from April 1 through March 31 of each year.

13.11 SUPPLIER GROUP CHARACTERISTICS

Each Supplier Group will consist of Commercial and Industrial Customers that are a Single Account, Consolidated Account, or Aggregated Account. All accounts in the Supplier Group will receive Gas Delivery Service. Each Supplier Group is administered individually by a 3rd Party Supplier for nomination and supply purposes. Usage Imbalances of accounts in each Supplier Group receiving Gas Delivery Service are netted monthly.

13.2 SIGN-UP AND CONFIRMATION

Customers in Supplier Groups will be required to complete an annual Gas Delivery Service Agreement with Company that designates its 3rd Party Supplier from a list of approved 3rd Party Suppliers that have a signed 3rd Party application with Company. Such annual elections will be allowed from January 1 through February 28 of each year and will be effective from April 1 through March 31 of each year.

13.21 CUSTOMERS IN SUPPLIER GROUP BILLING CYCLE

Customers in Supplier Groups will be billed in the last billing cycle of the month. When a Customer receives 3rd Party Supplier Gas Supply Services for the first time, the Customer's first bill may be for a longer or shorter number of days than is customary.

13.22 SWITCHING 3RD PARTY SUPPLIERS

Customers may switch 3rd Party Suppliers annually under the Transportation Program. Such annual elections will be allowed January 1 through February 28 of each year and will be effective from April 1 through March 31 of each year. A 3rd Party Supplier will notify the Company of any Customer additions or removals by February 28 of each year. Customers switching to a 3rd Party Supplier from Company Gas Supply Service or switching 3rd Party Suppliers, will be subject to Switching Charges.

13.23 RETURN TO COMPANY GAS SUPPLY SERVICE

Customers in Supplier Groups may elect annually to return to Company Gas Supply Service. Such annual elections will be allowed January 1 through February 28 of each year and will be effective from April 1 through March 31 of each year. Customers returning must remain on Company Gas Supply Service for a minimum of one year. Any such changes will not affect the obligations under any contract between the Customer and 3rd Party Supplier.

13.3 SUPPLY ADMINISTRATION

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

13.31 GAS SUPPLY NOMINATIONS AND SCHEDULING

3rd Party Suppliers of Supplier Groups are required to provide an estimate of Daily Gas Supply Nominations to the Company for the following Month, by no later than 5 calendar days prior to the beginning of the Month. All Daily Gas Supply Nominations and Daily Gas Supply Deliveries must include the allowances for Unaccounted-For Gas as approved by the Indiana Utility Regulatory Commission in Gas Rate No. A2. Daily Gas Supply Nominations must be reasonable, in the Company's judgment, based on previously estimated daily nominations and will be accepted at the Company's discretion. Intra-day nominations will be allowed pursuant to rules of the interstate pipeline.

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

13.32 GAS SUPPLY DELIVERIES AND IMBALANCE PROVISIONS

Daily Gas Supply Nominations and Daily Gas Supply Deliveries must be equal for Customers in Supplier Groups to avoid Delivery Imbalances, subject to Non-Performance Charges, Gas Rate No. A1.

Usage Imbalances will be netted on a monthly basis within a single Supplier Group. Netted Usage Imbalances are subject to provisions of Usage Balancing Service, Gas Rate No. A3 and Non-Performance Charges, Gas Rate No. A1.

13.33 3RD PARTY SUPPLIER DEFAULT

3rd Party Suppliers will be considered in default if three (3) days have elapsed and no Daily Gas Supply Deliveries are made on behalf of applicable Customers. Gas volumes consumed by Customers during the three (3) day period will be subject to Non-Performance Charges, Gas Rate No. A1, and billed to 3rd Party Suppliers. 3rd Party Suppliers in default will forfeit the right to provide gas supply services to Customers. If a 3rd Party Supplier defaults, starting on the fourth day of default, Customers will be provided Variable-Rate Gas Supply Service, Gas Rate No. S1.

13.4 NON-ECONOMIC OPERATIONAL FLOW ORDERS

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

13.41 CONDITIONS

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

13.42 NOTICE

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

13.43 PROVISIONS

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

13.44 REQUIREMENTS

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

13.45 PENALTIES

Failure to comply with a Non-Economic OFO will result in the application of the Non-Economic OFO imbalance charges specified in Usage Balancing Service, Gas Rate No. A3, or Non-Performance Charges, Gas Rate No. A1, for all Gas volumes delivered in variance from the quantity ordered by the Company.

13.5 CUSTOMER BILLING AND PAYMENT

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

13.51 Customers returning to Company Gas Supply Service may do so annually, with notice to Company, from January 1 through February 28, and becoming effective April 1, may be required to pay a deposit pursuant to Section 3.

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

13.6 LIABILITY

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

13.7 SUPPLIER BILLING AND PAYMENT

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

14. SUPPLIER ACCESS REQUIREMENTS

14.1 BUSINESS REGISTRATION/OWNERSHIP AFFILIATIONS

14.11 Any person seeking to become a 3rd Party Supplier (referred to as "Supplier Applicant" for purposes of Section 14) must file an application containing the following information:

- a. Supplier Applicant's name, federal tax identification number, business address, telephone number, facsimile number, and e-mail address;
- b. Supplier Applicant's ownership structure, including parent, subsidiaries and affiliated companies; and,
- c. The names, addresses and telephone numbers of two (2) financial institution credit references, and two (2) trade credit references, along with a brief description of the relationship and high credit amount (in the most recent twelve (12) Months) associated with each relationship.

- 14.12** Application must be accompanied by:
- a. Audited financial statements (balance sheets, income statements, and cash flow statements) of the Applicant for the last two (2) years;
 - b. Proof of creditworthiness satisfactory to Company to protect against damages resulting from the Supplier Applicant's failure to deliver Gas to Customers and to assure payment of any charges for any such failure, which may include at Company's option an irrevocable letter of credit or financial guaranty from the Supplier Applicant in the amount of \$250,000, or two (2) times the value of the highest monthly Gas usage of the Supplier Applicant's aggregated Customers, whichever is greater. The Company may request that qualified 3rd Party Suppliers increase the level of the letter of credit or financial guaranty should the reported value of the 3rd Party Suppliers' aggregated Customers' gas usage increase by greater than 25%;
 - c. A copy of the Supplier Applicant's most recent Dun & Bradstreet "Comprehensive Report," and
 - d. An application fee of \$1,000.
- 14.13** Company shall have sole discretion to determine creditworthiness based on the above criteria, but will not deny creditworthiness without reasonable cause.

14.2 3rd PARTY SUPPLIER AGREEMENT WITH COMPANY

- 14.21** Upon approval of the 3rd Party Supplier's application, the 3rd Party Supplier agrees to deliver Gas, on behalf of 3rd Party Supplier Customers in accordance with, and to abide by, the Company's requirements and procedures for supplying Gas to Customers contained herein.
- 14.22** If 3rd Party Supplier fails to deliver Gas in accordance with its Customer's requirements for such service, Company shall, if necessary, provide Gas on a temporary basis to the affected Customer(s) and shall bill the 3rd Party Supplier the Non-Performance Charges as reflected on Gas Rate No. A1.

14.3 CUSTOMER PROTECTION - FAIR MARKETING PRACTICES

- 14.31** 3rd Party Suppliers shall refrain from engaging in communications or practices with Customers that are discriminatory, predatory, fraudulent, deceptive or misleading.
- 14.32** 3rd Party Suppliers shall act in good faith to assist Customers requesting to be switched to alternative 3rd Party Suppliers, subject to the applicable terms of the agreement between the 3rd Party Supplier and the Customer.

14.33 A 3rd Party Supplier shall not purport to enroll a Customer without a valid, written agreement signed by the Customer.

14.4 CUSTOMER PROTECTION – CUSTOMER AGREEMENTS

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

- a. A description of the Customer’s rights, obligations and responsibilities;
- b. The term of the agreement;
- c. A detailed description of all charges for which the Customer is responsible;
- d. A clear and concise explanation of how the agreement may be terminated, renewed or extended;
- e. An assurance that the 3rd Party Supplier will provide thirty (30) days written notice to the Customer before ceasing to deliver Gas supply to the Company on the Customer’s behalf pursuant to Section 14.61 or 14.62;
- f. A requirement that the 3rd Party Supplier provide sixty (60) days written notice to the Customer before automatically renewing the Customer’s agreement;
- g. A description of the 3rd Party Supplier’s dispute resolution process.

14.5 CUSTOMER PROTECTION - RELIABILITY AND DELIVERABILITY PRACTICES

14.51 3rd Party Suppliers shall maintain sufficient delivery capability and supply, including backup supply if necessary, to meet the Customer’s requirements, as established in the 3rd Party Suppliers’ supply agreement with the Customers.

14.52 3rd Party Suppliers shall comply with the approved Company Gas Rates.

14.6 CUSTOMER PROTECTION - DISCONTINUANCE OF SERVICE

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

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

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

14.7 PENALTIES

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

14.72 A 3rd Party Supplier's right to contract with Customers also may be terminated if the 3rd Party Supplier fails to remit payment for current charges for more than 60 days. Company may draw on the 3rd Party Supplier's letter of credit or enforce the financial guaranty to recover unpaid charges to the Company.

14.73 Should a 3rd Party Supplier's right to contract with Customers be terminated, any affected Customers automatically will be provided Gas Supply Service under Gas Rate No. S1 – Variable - Rate Gas Supply Service, unless Customer otherwise makes arrangements with another 3rd Party Supplier.

14.8 CUSTOMER INFORMATION

14.8.1 In the absence of the express consent by a Customer, 3rd Party Suppliers shall not resell or otherwise collect for distribution any information regarding that Customer with facilities located within the area served by the Company.