

**FOUNTAIN TOWN GAS COMPANY, INC.**  
**TARIFF FOR GAS SERVICE**  
**IURC No. G-11**

**FOUNTAIN TOWN GAS COMPANY, INC.**  
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**FOUNTAIN TOWN GAS COMPANY, INC.  
TERMS AND CONDITIONS FOR GAS SERVICE**

**1. TERMS AND CONDITIONS ON FILE**

A copy of all rates, as well as all terms and conditions under which gas service will be supplied, are posted or on file for the public's benefit in the offices of Fountaintown Gas Company, Inc.. (collectively "FTN") and with the Indiana Utility Regulatory Commission ("IURC").

**2. WRITTEN APPLICATION OR CONTRACT REQUIRED**

All applications for service will be made on FTN's standard application or contract form, which shall be signed by the Customer and accepted by FTN before service is supplied. A separate application or contract shall be made for service at each location/account. FTN may require up to two working days' notice for all connections of existing natural gas service.

In any case where unusual construction or equipment expense is necessary to furnish the service, FTN may require a contract with reasonable guarantees as specified by FTN.

The Customer is also responsible for payment of all natural gas usage at a service location for up to three working days following notice to FTN to disconnect the natural gas service.

**3. DESCRIPTION OF DESIRED SERVICE**

Upon request, the Customer shall furnish to FTN a list of the gas consuming equipment that is to be connected to FTN's gas supply on the premises. The Customer shall also advise FTN of their preference, if any, as to the pressure at which natural gas is to be delivered to Customer, and their preference, if any, regarding status as an "Off System" customer, if applicable.

**4. FTN-OWNED PIPING AND EQUIPMENT**

FTN shall furnish/install/maintain to the Customer, as necessary and appropriate:

- a. **Service Lines** shall be installed at FTN's expense if no unusual demands or requirements are made by the customer or the customer location. Any easements required for the installation of facilities and the operation and maintenance of facilities shall be provided by the customer to FTN at no cost.

FTN will own and maintain all service lines from the main to the meter installation, even when the customer is required to contribute to the cost of the original installation. The facilities installed by FTN shall run to the location determined appropriate by FTN following discussion with the customer.

Where relocation of service lines, or of other equipment of FTN installed upon the customer's premises, becomes necessary because of the customer's requirements, the cost of all changes made necessary thereby shall be borne by the customer.

- b. **Pressure Regulating Equipment**, as required by FTN to meet metering and delivery pressure requirements.
- c. **Metering Equipment**, as required by FTN to determine the amount of natural gas consumed for billing purposes.
- d. **Other Equipment**, if any, as required by FTN.

## **5. LOCATION OF FTN REGULATORS, METERS AND APPURTENANCES**

The Customer shall provide free of expense to FTN and at a location satisfactory to FTN a suitable place for necessary regulators, meter, or other equipment which may be furnished by FTN. The meter setting shall be appropriately located outside and in a location which is both readily accessible and reasonably protected from damage.

## **6. EQUIPMENT LOCATION PERMIT OR EASEMENT**

If the Customer is not the owner of the premises being served, or of any property between the premises to be served and FTN's main, the Customer shall obtain from the owner(s) of such properties for FTN all permits and easements required. These permits or easements shall be in a form satisfactory to FTN and shall allow for the installation and maintenance of all piping and other gas equipment needed to supply gas to the Customer.

## **7. ACCESS TO PREMISES**

Employees and authorized agents of FTN shall have the right, at all reasonable times, to enter the premises of the Customer. Such right of entry shall be used for inspecting, reading, testing, repairing, or replacing any FTN-owned meters, regulators, or other equipment used to supply natural gas service, or for the removal of the aforesaid equipment upon termination of the contract or discontinuance of service.

The Customer shall take all necessary steps to appropriately restrain animals in order to prevent injury to FTN employees or agents entering the Customer's property for the above reason(s). Any such injuries or other damages (and all costs associated therewith) which are incurred by FTN, its employees or agents while legally engaged in the above shall be the responsibility of the Customer. FTN, its shareholders, directors, officers, employees and agents specifically reserve the right to seek full and complete restitution, from any court of competent jurisdiction, for any claims, cause of action, losses or damages resulting from animal bites. This reservation of rights to seek restitution shall include but not be limited to seeking an equitable claim of subrogation.

## 8. PROTECTION OF FTN'S PROPERTY

The Customer shall protect FTN's property on the Customer's premises from loss or damage and shall not permit anyone who is not an employee or agent of FTN to remove or tamper with FTN's property. If FTN's equipment is damaged or destroyed through the neglect of the Customer, the cost of repairs or replacement shall be paid by the Customer.

## 9. CUSTOMER FURNISHED PIPING AND EQUIPMENT

The Customer shall furnish, install and maintain, at their expense, and in full compliance with FTN prescribed standards, applicable Federal and state laws, rules and regulations, and local ordinances and codes, the following:

- a. **Fuel Lines** consisting of all gas piping downstream of FTN's meter setting.
- b. **Pressure Regulating Equipment**, as necessary to regulate the pressure of the gas after delivery to the Customer.
- c. **Metering Equipment**, as may be desired by the Customer to confirm the measurement of natural gas consumption. Such equipment shall be installed so as not to interfere with the operation of FTN's metering equipment.

FTN shall be under no obligation to inspect the piping and equipment of the Customer. Inspecting, reading, calibrating and adjusting any Customer-owned equipment shall be the responsibility of the Customer. Any future changes, repairs, replacements or relocations of the Customer's fuel lines, for whatever reason(s), shall be completed at the Customer's expense.

## 10. POINT OF DELIVERY

The point of delivery of gas supplied by FTN shall be at the outlet of the meter. FTN will make the necessary connection at the point of delivery. Neither the Customer, nor anyone other than FTN, may lawfully alter or interfere with this connection, or with any of the equipment owned and maintained by FTN in any way.

## 11. METERING

All natural gas used by the Customer will be measured by the meter(s) to be furnished and installed by FTN. Monthly bills shall be calculated upon the registration of said meter(s). Meters shall conform to the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana established by the IURC. If more than one meter is installed on the same premises, gas service to each meter shall be billed separately; however, if multiple meters are installed to serve the same rate classification strictly for the convenience of FTN, then only one monthly service charge for that rate class will be applied.

Customers receiving service under all Rate Schedules other than RS and GS shall, at the request of FTN, provide electricity (nominal 115 volts with the line fused at 15 amperes) to obtain billing and flow information for the purposes of tracking daily and monthly usage at FTN's metering location.

## 12. MEASUREMENTS

- a. **Sales Unit** - The sales unit of the natural gas delivered by FTN to Customer shall be the Therm (Th). By definition, a Therm is the amount of thermal energy equal to 100,000 British Thermal Units (BTUs). For example, where the heating value of the gas is 1000 BTU per standard cubic foot (SCF):

$$1 \text{ Therm (Th)} = 100,000 \text{ BTU} / 1,000 \text{ BTU/SCF} = 100 \text{ SCF}$$

- b. **A Standard Cubic Foot (SCF)** of natural gas is that volume which occupies one (1) cubic foot of space when measured at sixty (60) degrees Fahrenheit and a pressure of 14.73 psia.
- c. **Assumed Atmospheric Pressure** - The average absolute atmospheric pressure shall be assumed to be fourteen and four tenths (14.4) pounds per square inch. This standard shall be irrespective of the actual elevation of the point of delivery above sea level or variations in such atmospheric pressure from time to time.
- d. **Flowing Temperature of Delivered Natural Gas** - At points of delivery where the installation of a recording thermometer or other temperature correcting device is provided, the indicated temperature of the gas flowing through the meter(s) shall be used in computing gas volumes. When such a device is not provided, the temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit.

## 13. FAILURE OF METER

Whenever it is discovered that a meter is not recording correctly, adjustments shall be made correcting such inaccuracy in accordance with the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana. The volume of gas delivered by FTN to the Customer may be estimated, if necessary:

- a. by using the registration of any Customer-owned meter or meters if installed and accurately registering, or,
- b. by correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation, or,
- c. by estimating the quantity of natural gas delivered based on deliveries made during periods under similar conditions when the meter was registering accurately.

#### **14. ADJUSTMENT OF BILLS DUE TO METER ERROR**

If, upon test at thirty-five (35) percent and eighty (80) percent of rated capacity, any measuring equipment is found to be, on average, not more than two (2) percent fast or slow, previous recordings of such equipment shall be considered commercially accurate in computing deliveries of natural gas; but such equipment shall be adjusted at once to record accurately.

If, upon test at thirty-five (35) percent and eighty (80) percent of rated capacity any measuring equipment shall be found to be, on average, more than two (2) percent fast or slow, previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon between FTN and the Customer. Such correction shall be for a period extending over one-half of the time elapsed since the date of last test, or one (1) year, whichever period is shorter, and the Customer's account shall be either credited or debited, as appropriate.

#### **15. WARRANTY OF TITLE TO GAS**

FTN warrants title to and the lawful right to sell its system supply natural gas to Customer. Specifically, FTN asserts that such natural gas shall be free from any and all claims, liens or other encumbrances. However, no such warranty shall attach to any natural gas received by FTN for transportation to any "Off-System End User".

Off System End User shall be defined as a Customer for whom FTN has no contractual obligation to provide natural gas from its system supply, and for whose natural gas requirements FTN is not contractually committed to pay interstate pipeline charges of any kind.

#### **16. RESALE OF GAS**

The Customer shall not pipe natural gas delivered by FTN off the premises being served, nor sell same to any other Customer or person.

#### **17. RESPONSIBILITY AFTER GAS IS DELIVERED BY FTN**

Customer assumes liability and accepts responsibility for natural gas service on or about Customer's premises. Specifically, Customer premises shall include, but shall not be limited to, all pipe and equipment that is used and useful in connection with Customer's natural gas service and which is located downstream of the "Point of Delivery".

Customer shall hold FTN harmless for all demands, claims, suits, judgments and executions, and for any personal injury or death, or damages to property (real, personal or mixed), due to Customer's use of natural gas on or about Customer's premises. Customer's duty to hold FTN harmless shall not attach to injury or death, or for damages to property (real, personal or mixed) that may occur due to the sole negligence of FTN, its employees or agents.



## 18. QUALITY OF GAS AND CONTINUITY OF SERVICE

FTN shall employ natural gas industry best practices in its efforts to assure a continuous and adequate supply of natural gas for its Customers. FTN does not, however, warrant or guarantee either a sufficient supply of natural gas or an adequate pressure for the natural gas delivered to Customer, and shall not be liable for damages due to interruptions in the supply of natural gas when such failure(s) are not due to the negligence of FTN.

FTN shall require that any gas received for use from its suppliers in its systems be of pipeline quality standards. Suppliers of gas to FTN shall be responsible to pay for and maintain all site improvements and equipment at delivery point to include, but not limited to, pressure regulation, overpressure protection, odorization, metering, communication systems, permits, easements, land purchases, distribution system improvements, gas quality monitoring equipment, emergency shutoff equipment, remote monitoring equipment, or any other equipment that FTN deems as necessary unless waived by FTN.

## 19. DEPOSIT TO ENSURE PAYMENT OF BILLS

- a. **Residential Customers.** As set forth in the Rules, Regulations and Standards of Service for Gas Public Utilities in Indiana, FTN may require a cash deposit from an applicant for service or an existing Customer whenever standards of credit worthiness are not satisfied.
- b. **Non-Residential Customers.** FTN shall require a cash deposit from an applicant for service or from an existing Customer as described in the Non-Residential Customer Security Requirements (See Rule No. 22 below).
- c. **Interest.** Cash deposits of both residential and non-residential Customers which are held more than twelve (12) months shall earn interest from the date of deposit at an annual rate as prescribed, from time to time, by the IURC.

## 20. MONTHLY BILLS

- a. Bills for natural gas service will be rendered monthly unless otherwise specified. The term "month" for billing purposes shall mean the period between any two consecutive regularly scheduled readings of the meter(s) by FTN. Meter readings are to be taken as nearly as practicable every thirty (30) days.
- b. When FTN is unable to read a meter after reasonable effort, the Customer will be billed based on an estimated consumption.
- c. Failure to receive a bill in no way exempts the Customer from the provisions of these Terms and Conditions for Gas Service, or the obligation to pay for the service(s) provided by FTN.

- d. The monthly billing for natural gas service will be considered paid when payment has been received by FTN at its designated address. FTN will not consider the payments as being made based on a postmark on the mailing envelope. Payments received after the due date printed on the monthly natural gas billings will be subject to the addition of a Late Payment Charge (Rule No. 24 below).
- e. FTN may, at its sole discretion, require any Customer with monthly billings aggregating \$25,000 or more to make payment to FTN in the form of a wire transfer directed to a bank account designated by FTN. Wire transferred funds shall be available to FTN on or before the due date printed on the monthly natural gas billings. The Customer may also be required to submit an electronic confirmation to FTN setting forth the pertinent details of the wire transfer.

## **21. DISCONNECTION OF RESIDENTIAL SERVICE**

- a. FTN may disconnect a residential service without request by the Customer and without prior notice only:
  - (1) if a condition dangerous or hazardous to life or property exists; or,
  - (2) upon receipt of an order by any Court, the Commission or other duly authorized public authority; or,
  - (3) if fraudulent or unauthorized use of gas is detected and FTN has reasonable grounds to believe the affected Customer is responsible for such use; or,
  - (4) if FTN's regulating or metering equipment has been tampered with and FTN has reasonable grounds to believe that the affected Customer is responsible for such tampering.
- b. In all other instances FTN, upon providing a residential Customer with fourteen (14) days prior written notice, may disconnect service subject to the following:
  - (1) FTN shall postpone the disconnection of service for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides FTN with a medical statement from a licensed physician or public health official which must affirm that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the providing of an additional, and similar, medical statement from a licensed physician.

- (2) FTN will not disconnect a residential service if the Customer shows cause, including financial hardship, for his inability to pay the full amount due and said Customer satisfies all of the following:
- (a) Pays a reasonable portion (not to exceed the lesser of \$10 or one-tenth (1/10) of the billed amount), unless the Customer agrees to pay a greater portion of the billed amount.
  - (b) Agrees to pay the remainder of the outstanding bill within three (3) months.
  - (c) Agrees to pay all undisputed future bills for service as they become due.
  - (d) Has not breached any similar agreement with FTN made pursuant to this rule within the past twelve (12) months.

Provided however, that FTN may add to the outstanding bill a Late Payment Charge not to exceed the amount set forth in Rule No. 24, and provided further, that the above terms of agreement shall be in writing and signed by the Customer and by a representative of FTN.

- (3) FTN will not disconnect a residential service if a Customer is unable to pay a bill which is unusually large due to prior incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two months, stopped or slow meters, or any human or mechanical error attributable to FTN, provided that the Customer satisfies all of the following:
- (a) Pays a portion of the bill not to exceed an amount equal to the Customer's average bill for the twelve (12) bills immediately preceding the bill in question,
  - (b) Agrees to pay the remainder of the outstanding bill on a reasonable payment schedule.
  - (c) Agrees to pay all undisputed future bills for service as they become due.

Provided however, that FTN may not add to the unpaid balance of such a bill any Late Payment Charge or any other fee for the privilege of paying such a bill over the agreed period of time, and provided further, that the above terms of agreement shall be in writing and signed by the Customer and a representative of FTN.

- c. Normally, FTN will disconnect service only between the hours of 8:00 a.m. and 3:00 p.m., prevailing local time. However, disconnections pursuant to Rule No. 21.a. are not subject to this limitation.

- d. FTN will not disconnect service for non-payment on any day on which FTN's office is closed to the public, or after twelve (12:00) noon of the day immediately preceding any day on which FTN's office is not open to the public. However, disconnections pursuant to Rule No. 21.a. are not subject to this limitation.

## 22. NON-RESIDENTIAL CUSTOMER SECURITY REQUIREMENTS

FTN may require a cash deposit from an applicant for service or from an existing Customer as set forth below:

- a. **Cash Deposit Requirement.** The amount of the cash deposit shall be calculated based on the highest estimated monthly consumption multiplied by twice the rate in effect on the date of the application for service, or upon an existing Customer's receipt of a notice requiring a deposit.

The deposit calculation for a new Customer shall be based on reasonable estimated usage/consumption which shall include, but not be limited to, historical consumption on the property, any increased or decreased heating, processing load, etc., or an applicant's declaration of its projected usage and load.

The deposit calculation for an existing Customer shall be based on the highest monthly consumption during the previous five (5) years or, if a Customer less than five (5) years, the highest monthly consumption recorded since becoming a Customer, taking into consideration, without limitation, changes in the physical size of premises served, changes in usage or process application, removal or installation of different heating and processing equipment, etc.

- b. **Exception To The Cash Deposit Requirement.** FTN shall have the discretion to waive the cash deposit requirement for both new applicants and existing Customers upon receipt of adequate assurance that the nonresidential Customer is creditworthy. Adequate assurance of creditworthiness shall be demonstrated by the Customer by presenting all of the following to FTN, as requested/required:

- (1) Their Dun & Bradstreet D-U-N-S No. and payment index which reflects a prompt payment history.
- (2) A copy of their most recent audited financial report that includes a balance sheet showing assets exceeding liabilities, an income statement, and a cash flow statement; OR a verified or sworn financial report of the business entity that includes a balance sheet showing assets exceeding liabilities, an income statement, and a cash flow statement. Additionally, all owners of a business entity (Customer) may, upon a facts and circumstances determination made by FTN, be required to provide a personal guaranty and personal financial statements to

further ensure the payment of all natural gas bills rendered to the Customer by FTN.

- (3) Credit reference(s) from other public utilities stating that the entity has or had a prompt payment history on their utility bills and that no delinquency on such bills currently exists.

c. **Deferred Payment.**

- (1) **New Customer.** Non-residential customers shall have their cash deposit, if not waived, paid prior to the establishment of natural gas service. FTN will, on request, consider allowing payment of the cash deposit on an installment basis contingent on the planned usage pattern of the new Customer and other factors which may affect the Customer's ability to pay. Provided that the Customer makes the initial installment payment in a prompt and timely manner, FTN shall initiate natural gas service. Should the Customer fail thereafter to tender payments on their installment payment plan, FTN shall be entitled to terminate natural gas service until the Customer has tendered the total amount of the deposit and paid, in full, all consumption billed to the Customer prior to termination of the service. A reconnect charge (See Rule No. 25 below) shall also apply to any Customer whose service is interrupted due to non-payment of a deposit installment.
- (2) **Existing Customer.** FTN will, on request, consider allowing the payment of an existing Customer's cash deposit on an installment basis conditioned on all of the following:
  - (a) Terms mutually agreeable to both FTN and the Customer.
  - (b) The planned usage pattern of the Customer.
  - (c) Other factors which may affect the Customer's ability to pay.

Should the Customer fail to tender the initial installment or any installments thereafter, in a prompt and timely manner, FTN shall be entitled to terminate natural gas service until the Customer has tendered the total amount of the deposit and paid, in full, all consumption billed to the Customer prior to termination of the service. A reconnect charge (See Rule No. 25 below) shall also apply to any Customer whose service is interrupted due to non-payment of a deposit installment.

- (3) **Applicability To Existing Non-Residential Customers.** FTN may require an existing nonresidential customer to make an initial or additional cash deposit, if

they are delinquent twice in a twelve (12) consecutive month period subsequent to the effective date of these Terms and Conditions Applicable To Gas Service.

- d. **Refunds.** FTN may in its sole discretion refund cash deposits received from non-residential Customers prior to disconnection of service to the premises for which the deposit was received.
- e. **Interest on Customer Deposits.** Monthly interest calculated on Customer deposits held by FTN will be credited to the Customer's account monthly.
- f. **Public Authority Customers.** All Customers properly classified as public authority users shall be exempt from the requirement to provide a cash deposit until and unless an unexplained pattern of late (delinquent) payments develops.

**23. DISCONNECTION/NON-CONNECTION OF NON-RESIDENTIAL SERVICE FOR FAILURE TO SUPPLY CASH DEPOSIT**

- a. A new non-residential Customer shall not be entitled to natural gas service from FTN until an application for natural gas service is submitted, and accepted by FTN, and the required cash deposit is tendered to, or a waiver is granted by, FTN as described in Rule No. 22.
- b. An existing non-residential Customer who fails within ten (10) calendar days of receiving written notice from FTN, to tender the required cash deposit as described in Rule No. 22, may have their natural gas service disconnected unless and until said Customer provides such deposit or obtains a waiver from FTN. A reconnection charge (See Rule No. 25 below) shall also apply to any Customer whose service is disconnected due to non-payment of the required deposit.

**24. LATE PAYMENT CHARGE**

A Late Payment Charge, as shown on the applicable rate sheet will be applied to all accounts, including those enrolled in FTN's Budget (Level) Payment Plan, not paid on or before the due date as printed on the monthly natural gas billing.

**25. RECONNECTION CHARGE**

To cover the cost of disconnecting and reconnecting service for the same Customer at the same service address, a Reconnection Charge will be made in the amount shown on the applicable rate sheet. The Reconnection Charge shall be paid in full prior to the reconnection of natural gas service. If the disconnection period exceeds one year, FTN may waive the Reconnection Charge, provided the disconnection was not for a violation of any of FTN's Terms and Conditions of Gas Service.

When service is reactivated less than twelve (12) months after it was disconnected at the request of the same Customer, the Customer shall pay at the time of service reactivation an amount equal to the applicable monthly minimum charge times the months service was discontinued, a service reconnection charge, and any deposit per Rule 19.

## **26. COLLECTION CHARGE**

A collection charge, for the amount shown on the applicable rate sheet, may be made when it becomes necessary to send an employee or other authorized agent to a customer's premises to collect a past-due account. Customers enrolled in FTN's Budget (Level) Payment Plan will not be exempted from a Collection Charge for a collection trip to the Customer's premises for the purpose of collecting a past due Monthly Payment Amount.

## **27. RETURNED CHECK CHARGE**

A returned check charge, in the amount shown on the applicable rate sheet, will be levied on all checks received and on all authorized direct debits processed through online payment systems for payment of gas bills which are not honored, for whatever reason, by the Customer's bank. Additionally, any charges assessed by FTN's bank or the online payment system due to non-sufficient funds or a closed account will be added to the Customer's account with FTN and will be in addition to FTN's Returned Check Charge.

## **28. THEFT OR UNAUTHORIZED USE OF GAS (A Class C infraction per IC 35-43-3-6)**

When theft or unauthorized use of gas (actual or attempted) is discovered, the Customer shall be charged a minimum fee of One Hundred Dollars (\$100.00). Further, the Customer shall be charged for the estimated volume of natural gas, as determined by FTN to have been so used. The Customer shall also pay any costs incurred by FTN to repair damaged or altered FTN equipment, and/or to pursue legal remedy due to Customer's theft or unauthorized use.

## **29. BUDGET (LEVEL) PAYMENT PLAN**

FTN shall offer a Budget (Level) Payment Plan ("Plan") under which an eligible Customer may have their monthly billing amounts pre-determined (based on projected/estimated consumption), and equalized, for the duration of any given Plan year, as follows:

- a. **Eligible Customer:** Residential, small commercial (including small farming operations, except for grain drying), public authority (including school corporations) and not-for-profit (including churches) system sales customers whose account(s) with FTN are, at the time of application, paid in full, shall be eligible to participate in the Plan. Eligible customers are generally limited to those served via a meter size of 800 scfh or less.
- b. **Plan Year:** The Plan Year shall be defined as the twelve consecutive months beginning July 1 of one year and continuing through June 30 of the following year.

- c. **Enrollment:** Any eligible Customer may enroll in the Plan at any time by contacting the local office of FTN, completing the prescribed Enrollment Form. The Customer will be enrolled in the Plan for the next billing cycle following receipt and acceptance, by FTN, of the completed Enrollment Form.
- d. **Monthly Payment Amount.** The Monthly Payment Amount under the Plan shall be determined, by FTN, as follows:
- (1) **For existing accounts with a minimum twelve-month usage history,** by weather normalizing the most recent twelve months' usage for the account and pricing said normalized usage at the estimated rates for the ensuing Plan Year, or remaining portion of the current Plan Year, as appropriate.
  - (2) **For new accounts or existing accounts with less than twelve months of usage history,** by establishing a weather normalized annual usage level (utilizing connected load and other information as may be available), and pricing said normalized usage at the estimated rates for the ensuing Plan Year, or remaining portion of the current Plan Year, as appropriate.
- e. **Annual Review of Monthly Payment Amount:** Upon completion of FTN's billing cycles for June of each calendar year, the Monthly Payment Amount for each customer enrolled in the Plan shall be reviewed, and adjusted as necessary, based on account balance, usage history and updated pricing estimates for the new Plan Year. Revised Monthly Payment Amounts will be appropriately communicated, in writing, to the applicable customers, and will become effective with the July billing cycle. If the annual review determines that no change in the Monthly Payment Amount is required, the existing Monthly Payment Amount shall continue to be utilized until the next such annual review and determination is completed. FTN reserves the right to perform a semi-annual review, effective with the January billing cycle, in the event of unforeseen extreme conditions impacting customer bills, such as, but not limited to, volatile market gas prices and other extreme market conditions.
- f. **Annual "True-Up" of Plan Balance:** Coincident with the annual review following the June billing cycle, each enrolled Customer's balance under the Plan will be "true-up", assuming payment of the June Monthly Payment Amount will be paid when due. This "true-up" will result in the Plan account balance (debit or credit) being spread over the succeeding twelve-month period and, when combined with updated consumption and pricing estimates for the new Plan year, will be reflected in a revised Monthly Payment Amount.
- g. **Customer Notices:** Each enrolled Customer shall be notified of any revision to the Monthly Payment Amount established as the result of any Plan review by FTN. Enrolled customers shall also be appropriately advised as to how any debit or credit balance (at the Plan year-end review) was applied to their account as set forth above.



- h. **Failure to Pay Monthly Payment Amount by Due Date:** If an enrolled Customer fails to pay the required Monthly Payment Amount due under the Plan on or before the due date as printed on their monthly billing from FTN, the Customer will be subject to a Late Payment Charge as set forth in Rule No. 24. If a Customer fails to pay the required Monthly Payment Amount more than once in any twelve-month period, the Customer may, at FTN's sole option, be removed from the Plan, and any debit balance existing under the Plan at that time shall be immediately due and payable in full. If there is a credit balance, said credit will be applied against future billings to the Customer at the current account, or refunded to the Customer at the sole discretion of FTN, if appropriate

### 30. RESTRICTIONS, LIMITATIONS, CURTAILMENTS AND PRIORITIES OF SERVICE

When sufficient volumes of gas are not available to FTN to meet all existing and reasonably anticipated demands, FTN shall have the right to restrict, limit, or curtail gas service within any of its systems, regardless of the class of service, and in accordance with the provisions of this Rule.

a. **Definitions.** For the purpose of this rule, certain terms shall have the following meanings:

- (1) **"Off-System" Transportation Customer:** A Transportation Customer shall mean a Customer for which FTN has no contractual obligation to provide natural gas from its system supply, and for whose natural gas needs and requirements FTN is not contractually committed to pay interstate pipeline charges of any kind.
- (2) **Interruptible Customer.** An Interruptible Customer shall mean a Customer purchasing natural gas on an interruptible service basis under any applicable rate schedule(s) of FTN.
- (3) **Firm Customer.** A Firm Customer shall mean a Customers purchasing natural gas on a firm service basis under any applicable tariff schedule(s) of FTN.
- (4) **Residential and Small Volume Commercial Customer.** Residential and Small Volume Commercial Customer shall mean any customer purchasing natural gas to provide service for one or more residential units or for one or more commercial units where the annual volume of gas required for each residential unit or for each commercial unit does not exceed the maximum annual usage specified in FTN's rate sheet(s) applicable to such customer(s). Customers who sell services or commodities to the general public are considered commercial accounts and shall include churches and other public and private not-for-profit groups and organizations.
- (5) **Large Volume Firm Customer.** A Large Volume Firm Customer shall mean any Firm Customer whose annual usage of natural gas exceeds the minimum annual usage specified in FTN's rate sheet(s) applicable to such customer.

(6) **Large Volume Interruptible Customer.** A Large Volume Interruptible Customer shall mean any Interruptible Customer whose annual usage of natural gas exceeds the minimum annual usage specified in FTN's rate sheet(s) applicable to such customer.

(7) **Industrial Customer.** An Industrial Customer shall mean any Customer whose primary use(s) of natural gas include product processing, feed stock, or plant protection, and shall include any production entity that does not sell its products directly to the general public.

b. **Restrictions on New and Additional Service.** FTN shall have the right to refuse to provide new or additional service to applicants or existing customers as may be necessary due to a lack of system capacity or other physical or supply limitations.

Unless restricted by a lack of system capacity or other physical or supply limitations, FTN shall provide no cost extension of its distribution system as necessary to provide service to new/additional customers when the total anticipated revenue margin for such customer(s) over a period of six years is equal to or greater than the estimated cost of the extension. Should the estimated cost of the extension exceed the total anticipated revenue margin over such period, the customer(s) will be required to offset such additional costs via a refundable (under certain conditions) cash contribution-in-aid-of-construction.

c. **Normal Monthly Consumption of Large Volume Firm Customers and all Industrial Customers.** FTN shall have the right to establish a "Normal Monthly Consumption" for each Large Volume Firm Customer and each Industrial Customer in accordance with the following:

(1) **Normal Monthly Consumption.** The Normal Monthly Consumption of each Large Volume Firm Customer and each Industrial Customer shall be that volume of gas purchased by such Large Volume Firm Customer or Industrial Customer during each billing month of the Base Period specified by FTN.

(2) **Base Period.** The Base Period shall be the twelve consecutive billing months as may be specified by FTN, from time to time.

(3) **Notice to Large Volume Firm Customers and all Industrial Customers.** As soon as practicable after the provisions of this paragraph shall be invoked by FTN, FTN shall give written notice to each Large Volume Firm Customer and each Industrial Customer of its Normal Monthly Consumption as determined under provision c.(1) above.

d. **Interruptions, Limitations and Curtailments of Service.** FTN shall have the right to interrupt, limit, or curtail service to its Customers in the following order:

**Terms and Conditions for Gas Service**

- (1) **“Off-System” Transportation Customer.** Deliveries to each Transportation Customer in any billing month shall be limited to the lesser of its daily nomination, or the pipeline’s daily allocated volumes to said Customer.
  - (2) **Interruptible Customers.** Deliveries to Interruptible Customers may be interrupted in accordance with the provisions of the applicable rate schedule.
  - (3) **Large Volume Firm Customers and all Industrial Customers.** Deliveries to Large Volume Firm Customers and all Industrial Customers in any billing month shall be limited to their Normal Monthly Consumption and may be curtailed on a pro-rata basis as specified by FTN.
  - (4) **Commercial Customers.**
  - (5) **Residential Customers.**
- e. **Penalty for Unauthorized Gas Use.**
- (1) If a Customer operating under a curtailment order/request issued by FTN takes delivery of volumes of natural gas in excess of 102% of the volume specified during any annual, seasonal, monthly or daily period, the Customer shall pay FTN an overrun penalty, in addition to all other charges and penalties payable under FTN’s rate schedules, the greater of Three Dollars (\$3.00) per Therm for all gas taken in excess of the specified volume, or the actual overrun penalties assessed to FTN by its pipeline service provider.
  - (2) FTN shall have the right, without obligation, to waive the penalty for any unauthorized overrun if FTN's other Customers or its pipeline operations were not adversely affected by same. However, any Customer having such an unauthorized overrun, shall have its next allocation reduced by the amount of the unauthorized overrun.
- f. **Applicability.** The terms, conditions and provisions of this Rule No. 30 shall take precedence over any other terms, conditions or provisions that may be contained in any FTN tariff or rate schedule, or in any contract, agreement or other written instrument which may exist between FTN and any Customer.

**31. FORCE MAJEURE**

- a. Neither FTN nor Customer shall be liable for any damages to the other due to any act, omission, or circumstances occasioned by or resulting as a consequence of any act of God, strike, lockout, act of the public enemy, war, blockade, insurrection, riot, epidemic, landslide, lightning, earthquake, fire, storm, flood, washout, arrest, restraint or suspension of lawful governmental authority, civil disturbance, explosion, breakage or accident to

machinery or pipe; temporary failure of gas supply, binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension of performance and which, by the employment of due diligence, the other party is unable to prevent.

- b. The occurrence of a cause or contingency resulting in non-performance shall not be lawful justification for relieving either FTN or Customer of any duty or liability upon the finding of concurring negligence. Further, upon the finding of a failure of either FTN or Customer to timely employ reasonable due diligence to remedy the cause for non-performance, eliminate the occurrence of a stated contingency, and to promptly reinitiate performance, the occurrence of said finding(s) shall be grounds for the imposition of liability for the failure to exercise the contractual duty to perform. Finally, no occurrence of a cause or contingency resulting in nonperformance shall constitute lawful grounds for either FTN or Customer to suspend, relieve, discharge or otherwise interrupt the prompt and timely payment of such sums and amounts that became due prior to the declaration of a force majeure.

### **32. ASSIGNMENT**

The benefits and obligations of any service agreement shall begin when FTN commences to supply natural gas service and shall inure to and be binding upon the heirs, successors, assigns, and executors or administrators of both FTN and the Customer.

### **33. AGENTS**

No agent has the power to amend, modify, alter, or waive any of the terms and conditions of any contract or agreement between FTN and any Customer or to bind FTN by making any promise or representation not contained therein.

### **34. AMENDMENT OF TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE**

FTN reserves the right to modify, alter, or amend these Terms and Conditions Applicable to Gas Service or to file additional Terms and Conditions Applicable to Gas Service, as experience and conditions may suggest or as FTN may deem necessary in the conduct of its business. All such modifications, alterations, amendments, additions or deletions shall be subject to approval of the IURC.