

Black Hills/Iowa Gas Utility Company, L.L.C
d/b/a Black Hills Energy

Gas Tariff
Volume 2
General Rules, Regulations, Terms and Conditions
Applying to Aquila Town Plant and Mainline Customers
In the State of Iowa

Filed with the
Iowa Utilities Board

RULES AND REGULATIONS – GAS
TABLE OF CONTENTS

	<u>PAGE</u>
DEFINITIONS	
Abbreviation	1
Account	1
Board.....	1
Commercial	1
Company	1
Contractual Customers.....	1
Small Volume Firm	1
Large Volume Firm	1
Large Volume Interruptible.....	2
Joint Rate.....	2
Customer	2
Dekatherm.....	2
Delinquency.....	2
Distribution Mains	2
Fuel Line.....	2
Gas.....	2
General Service.....	2
General Service Customer	2
Heating and Calorific Values	2
Industrial Service	3
Interruption of Service	3
Line Loss Factor	3
Main.....	3
MDQ	3
Meter	4
Point of Delivery	4
Pressure	4
Residential.....	4
Service Line.....	4
Small Volume Interruptible	5
Tariff	5
Therm.....	5
Timely Payment.....	5
Transmission Sales Measuring Station	5
Town Border Sales Measuring Station	5
Domestic Farm Tap Sales Measuring Station.....	5
Rural Sales Measuring Station	5
MEASUREMENT AND QUALITY	
Quality	6
Unit of Measurement	6

RULES AND REGULATIONS – GAS
TABLE OF CONTENTS

	<u>PAGE</u>
MEASUREMENT AND QUALITY (continued)	
Delivery Pressure	6
Odorization	7
Computation of Volumes of Gas Sold.....	7
General Service and Small Volume Interruptible Customers	7
Contractual Customers	7
Meter Standards	
Meter.....	8
Location	8
Access	9
Testing	9
Adjustment of Measurement Factors	10
Meter Reading	12
Meter Read Devices	13
COMPANY OWNED ITEMS	14
CUSTOMER FUEL LINE INSTALLATION STANDARDS	14
WASTAGE OF GAS.....	14
TEMPORARY SERVICE.....	14
GUARANTEE DEPOSITS	
When Made	15
Amount	15
Additional Deposit, Replacement or Successive Deposits	16
Refunds	16
BILLING AND PAYMENT	
Billing Periods and Payment Terms.....	17
Even Payment Plan	18
Combined Billing.....	19
Non-Sufficient Funds Checks	19
Late Payment Penalty	19
Billing for Other than Natural Gas.....	20
Information Shown on Customer Bill	20
Adjustment of Billing Errors	21
Excise Taxes	21
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED	
Non-Payment of Bills	22
Items to be Contained in the Notice of Discontinuation of Service	23

RULES AND REGULATIONS – GAS
TABLE OF CONTENTS

	<u>PAGE</u>
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED (Continued)	
Dangerous Conditions Found on Customer's Premises	23
Misuse of Service By Customer.....	23
Reselling or Redistribution of Service.....	24
Non-Compliance With Rules and Regulations.....	24
Fraudulent Use of Service	24
Service to an Indebted Household.....	24
Tampering With and Care of Company's Property	25
Disregard of Curtailment Orders.....	25
Special Restraint on Disconnection Orders	25
Customer Contact.....	25
Time and Temperature Restrictions	26
Winter Energy Assistance	26
Health of a Resident	27
Abnormal Gas Consumption.....	27
Disputed Bill.....	28
Special Circumstances	28
 PAYMENT AGREEMENTS.....	 29
Availability of a First Time Payment Agreement	29
Reasonableness.....	29
Terms of First Time Payment Agreements	29
Terms of Second Payment Agreements	30
Refusal By Utility	31
INSUFFICIENT CONDITIONS TO REFUSE OR DISCONTINUE SERVICE	
Non-Permissible Reasons to Discontinue Service.....	32
When Disconnection Prohibited.....	32
Customer Rights and Remedies to Avoid Shutoff of Gas Service for Nonpayment.....	33
 CHARGES TO BE PAID BY CUSTOMER	
Reconnection of Town Plant Customers	36
Reconnection of Mainline Customers	36
Seasonal Reconnection.....	36
Energy Conservation Standards for New Structures	36
Charges for Work Performed on Customer's Premises.....	37

RULES AND REGULATIONS – GAS
TABLE OF CONTENTS

	<u>PAGE</u>
INFORMATION AND ASSISTANCE AVAILABLE TO CUSTOMERS	
Customer Complaints	38
Rates and Other Customer Information	38
Compliance with Rate Schedules	38
Notice of Discontinuance of Service	39
Defective Equipment	39
Oral Agreements	39
Information From Customer	39
 CONTINUOUS SERVICE	
Reliable Service.....	40
Repair of Facilities	40
Customer Responsibility for Payment During Periods of Interruption	40
Interruption of Service	40
Curtailment of Firm Customers.....	41
Priorities of Interruption	41
Interruptible Customers	
Standard Order of Curtailment.....	42
Partial Curtailment	42
Unauthorized Overrun Deterrent and Liquidated Damages Charge	42
General Service Customers	
Emergency Repairs	42
Records	42
 LIMITATIONS ON NEW GAS SERVICE	
Requests for Service and Permits	43
Conditions for New Service	
Residential	43
Firm Commercial and Firm Industrial	44
Interruptible.....	44
Rural and Agricultural Service to Right-of-Way Grantors.....	45

RULES AND REGULATIONS – GAS
TABLE OF CONTENTS

	<u>PAGE</u>
EXTENSION OF COMPANY MAINS AND SERVICES	
Definitions.....	46
General Provisions	49
Permanent Service	50
Temporary or Limited Service.....	51
Extension Upgrades	51
Relocation of Conversion Requests	51
Excess Facilities Requests	51
Basic Extension Requests for General Service	52
Non-Basic Extension Requests for Subdivision Projects.....	52
Applicability Limitations	53
Residential Multi-Family or Residential Mobile Home Trailer Parks	53
Commercial or Industrial Extensions	53
TITLE	54
LIABILITY OF PARTIES	
Maintenance and Operation of Properties	54
Ability to Deliver and Receive Gas.....	54
Beyond Point of Delivery.....	54
Depletion of Gas Supply and/or Disruption	
Due to Jurisdictional Regulatory Order	54
GOVERNMENTAL ACTION AND AUTHORITY	
Regulatory Action.....	55
War and National Defense.....	55
ALTERATIONS OF RULES AND REGULATIONS	55
LOCATIONS OF RECORDS.....	56
AUTHORIZED PERSONNEL.....	57
ALPHABETICAL LISTING OF COUNTIES SERVED BY COMPANY.....	58
ALPHABETICAL LISTING OF COMMUNITIES SERVED BY COMPANY.....	59
METER READ CARDS AND BILL FORMS	60
EXCESS FLOW VALVES	68
SUMMARY OF CHARGES, DEPOSITS AND RATES.....	69

RULES AND REGULATIONS – GAS
DEFINITIONS

ABBREVIATIONS	B.T.U. - British Thermal Unit P.S.I.G. - Pounds Per Square Inch Gauge P.S.I.A. - Pounds Per Square Inch Absolute W.C. - Water Column MCF - Thousand Cubic Feet CFH - Cubic Feet Per Hour F - Degrees Fahrenheit CCF - Hundred Cubic Feet
ACCOUNT	Tariff references to charges per account shall mean each meter.
BOARD	The term "Board" is herein used to designate the Iowa Utilities Board having jurisdiction of the subject matter hereunder.
COMMERCIAL SERVICE	The term "commercial service" is used herein to mean gas service to customers primarily engaged in wholesale or retail trade, agriculture, forestry, fisheries, transportation, communication, sanitary services, finance, insurance, real estate, personal services (club, hotels, rooming houses, five or more households served under a single meter, auto repair, etc.) government and to service that does not directly fit under one of the other classifications of service defined in these terms and conditions. The size of the customer or volume of natural gas used is not a criterion for determining commercial service. The nature of the customer's primary business or economic activity at the location served determines the customer classification.
COMPANY	The term "Company" is herein used to designate Black Hills/Iowa Gas Utility Company, L.L.C. d/b/a Black Hills Energy, which furnishes natural gas service under general rules, regulations, terms and conditions.
CONTRACTUAL CUSTOMERS	<p>The term "contractual customer" is used herein to describe customers who have natural gas requirements which do not coincide with those previously specified in the Company's General Service and Small Volume Interruptible rate schedules and who qualify for special contracts. Such contractual customers are categorized for operational purposes as follows:</p> <p><u>Small Volume Firm</u> - Customers whose maximum daily firm natural gas requirements exceed 24 Dekatherm per day but are less than 200 Dekatherm per day.</p> <p><u>Large Volume Firm</u> - Customers whose maximum daily firm natural gas requirements, which, combined with interruptible requirements, if any, equal or exceed 200 Dekatherms.</p>

RULES AND REGULATIONS – GAS
DEFINITIONS

CONTRACTUAL CUSTOMERS (continued)	<p><u>Large Volume Interruptible</u> - Customers whose maximum daily interruptible natural gas requirements equal or exceed 200 Dekatherm.</p> <p><u>Joint Rate Customers</u> - Customers with natural gas requirements, which are satisfied by firm contractual service (either Small or Large Volume Firm), which is supplemented with interruptible service (either Small or Large Volume Interruptible).</p>
CUSTOMER	<p>The term "customer" is herein used to designate a person, partnership, association, firm, public or private corporation or governmental agency using gas service supplied by Company.</p>
DEKATHERM	<p><i>DekaTherm</i> means 1,000,000 British thermal units.</p>
DELINQUENCY	<p>An account for which a service bill or service payment agreement has not been paid in full on or before the last day for timely payment.</p>
DISTRIBUTION MAINS	<p>Distribution mains are installed piping comprising that portion of the gas distribution system which transports natural gas from the town border station to the customer's service line.</p>
FUEL LINE	<p>All yard lines, interior piping, valves and fittings downstream from the point of delivery to the inlet of the appliance which is furnished and maintained by the customer.</p>
GAS	<p>Unless otherwise specifically designated, means manufactured gas, natural gas, other hydrocarbon gases, or any mixture of gases produced, transmitted, distributed or furnished by the Company.</p>
GENERAL SERVICE CUSTOMER	<p>The term "general service customer" is herein used to designate a person, partnership, association, firm, public or private corporation who meets the requirements for gas service as specified in the Company rate schedules on file with the Board which have been designated as "General Service."</p>
HEATING AND CALORIFIC VALUES	<p>The following values shall be used:</p> <p><i>British thermal unit (Btu)</i> is the quantity of heat that must be added to one avoirdupois pound of pure water to raise its temperature from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit under standard pressure.</p>

RULES AND REGULATIONS – GAS DEFINITIONS

HEATING AND
CALORIFIC
VALUES
(continued)

Dry calorific value of a gas (total or net) is the value of the total or the net calorific value of the gas divided by the volume of dry gas in a standard cubic foot. The amount of dry gas in a standard cubic foot is .9826 cubic feet.

Net calorific value of a gas is the No. of British thermal units evolved by the complete combustion, at constant temperature, of one standard cubic foot of gas with air, the temperature of the gas, air, and products of combustion being 60 degrees Fahrenheit and all water formed by the combustion reaction remaining in the vapor state.

Therm means 100,000 British thermal units.

Total calorific value of a gas is the No. of British thermal units evolved by the complete combustion, at constant temperature, of one standard cubic foot of gas with air, the temperature of the gas, air, and products of combustion being 60 degrees Fahrenheit and all water formed by the combustion reaction condensed to the liquid state.

INDUSTRIAL
SERVICE

The term "industrial service" is used herein to mean gas service to customers engaged primarily in a process which creates or changes raw or unfinished materials to another form or product. The size of the customer or volume of use is not a criterion for determining industrial service. The nature of the customer's primary business or economic activity at the location served determines its classification.

INTERRUPTION
OF SERVICE

Any disturbance of the gas supply whereby gas service to 50 customers or more in one segment or in a portion of a distribution system cannot be maintained.

LOSS FACTOR

As used in IAC Sec. 19.10(476) means test-year purchases less test-year sales. A five-year average of purchases less sales may be used if the test year is determined by the Board to be abnormal.

MAIN

A gas pipe, owned, operated or maintained by a utility, which is used for the purpose of transmission or distribution of gas, but does not include "service line."

MAXIMUM DAILY
QUANTITY (MDQ)

The amount calculated by dividing the volumes consumed by a particular customer during the highest historical peak month of usage in the last thirty six (36) months for that customer by twenty (20). Company will estimate a peak month for new customers.

**RULES AND REGULATIONS – GAS
DEFINITIONS**

MAXIMUM DAILY QUANTITY (MDQ) (continued)	A Maximum Daily Quantity may also be established through direct measurement or other means (i.e., estimating the peak day requirements after installation of new processing equipment or more energy efficient heating systems) if approved by Company.
METER	Any device or instrument which is used by a utility in measuring a quantity of gas.
POINT OF DELIVERY	<p><u>Town Plant</u> - The point of delivery and the point where Company ownership and maintenance of service pipe ends, shall be at the outlet side of the Company's meter, unless otherwise defined in writing between Company and customer. All yard lines, interior piping, valves, fittings and appliances downstream from this point shall be furnished and maintained by the customer and are subject to the inspection and approval of the Company and the other authorities which have jurisdiction.</p> <p><u>Mainline</u> - Natural gas sold by Company shall be delivered at the point of connection between the interstate pipeline and that of the Customer on the outlet side of the meter of Company located on the interstate pipeline at a point to be selected by Company. Customer at its sole expense and responsibility will construct, own, operate and maintain in a good workmanlike manner, a gas service pipeline and all valves, fittings, pressure regulators, odorizing equipment and other equipment required beyond the point of delivery as defined above.</p>
PRESSURE	Expressed in pounds per square inch above atmospheric pressure, i.e., gauge pressure (abbreviation psig).
RESIDENTIAL SERVICE	The term "residential service" is used herein to mean gas service supplied for residential uses (space heating, cooling, water heating, clothes drying, etc.) through an individual meter in a single family dwelling or building, or in an individual flat or apartment; or to mean service supplied for such residential uses through a single meter in a multiple family dwelling occupied by not more than four households. Residential premises used regularly for professional or business purposes (doctor's office, small store, etc.) are considered as residential where the residential natural gas usage is half or more of the total gas usage.
SERVICE LINE	A service line consists of the installed pipe that transports natural gas from the distribution main to a customer's meter or to the connection with a customer's fuel line, whichever is farther downstream.

RULES AND REGULATIONS – GAS DEFINITIONS

SMALL VOLUME INTERRUPTIBLE	The term "small volume interruptible" is herein used to designate a class of customers each of whose maximum daily interruptible natural gas requirements, which, combined with firm requirements, if any, exceed 24 Dekatherm per day but are less than 200 Dekatherm per day.
TARIFF	The entire body of rates, tolls, rentals, charges, classifications, rules, procedures, policies, etc., adopted and filed with the Board by the Company in fulfilling its role of furnishing gas service.
THERM	<i>Therm</i> means 100,000 British thermal units.
TIMELY PAYMENT	A payment on a Customer's account made on or before the date shown on a current bill for service or on a form which records a payment agreement between the Customer and the Company for a series of partial payments to settle a delinquent account, as the date which determines application of a late payment charge to the current bill or future collection efforts.
TRANSMISSION SALES MEASURING STATION	<p>Transmission Sales Measuring Station as referred to herein constitutes all meters, the valves, fittings, piping, regulators and miscellaneous attachments located between the transmission pipeline and the outlet side of the measuring station meter. Each such station may be owned, operated and maintained by the owner of the transmission pipeline or local distribution company on which it is located.</p> <p><u>Town Border Sales Measuring Station</u> - A Town Border Sales Measuring Station is a facility comprising valves, fittings, piping, regulators, meter, miscellaneous attachments and fenced site, which is established to serve a particular franchised area. All service provided by the Company from the Town Border Station is defined as town plant service and is not limited to the geographical boundaries of the franchise.</p> <p><u>Domestic Farm Tap Sales Measuring Station</u> - A domestic farm tap sales measuring station is a retail sales facility located on the transmission pipeline right-of-way to serve domestic right-of-way grantors. This is commonly referred to as a "Farm Tap."</p> <p><u>Rural Sales Measuring Station</u> - A rural sales measuring station is a retail sales facility located on the transmission pipeline to serve all nonfranchised, nonright-of-way grantors and those right-of-way grantors to whom service is furnished for other than domestic purposes.</p>

**RULES AND REGULATIONS - GAS
MEASUREMENT AND QUALITY**

QUALITY	Natural gas delivered shall be merchantable natural gas suitable for the purposes for which it is sold. For natural gas delivered by Northern Natural Gas Company (NNG) and Natural Gas Pipeline Company of America (NGPL) there shall be a Btu adjustment when the Btu content of the natural gas delivered varies from 1000 Btu/cu. ft. A Customer's billed consumption (Therm or Dekatherm) per month will be adjusted according to Btu content of the natural gas delivered. When Company is required to supplement supply with propane-air mixture, liquefied natural gas and/or a synthetic gas mixture, the Btu content will vary. A change in Btu content range by supplier will result in subsequent and like change in gas delivered to customer.
UNIT OF MEASUREMENT	For all customers, the standard unit of measurement shall be a cubic foot at 14.73 psia at a temperature of 60°F.
DELIVERY PRESSURE	<p><u>Town Plant</u> - Delivery pressure of natural gas by Company to town plant customers for residential and general service will approximate four ounces. Delivery of gas at a pressure of up to five psi will be provided to the customer upon request subject to Company approval and compliance with fuel line installation standards of Company and subject to distribution system design and capacity. Where the customer has entered into a standard gas sales contract with the Company, deliveries of gas will be made at the pressure specified in such contract. The customer shall install, operate and maintain at its own expense, such pressure regulating and relief devices as may be necessary to regulate the pressure of gas after delivery to the customer.</p> <p><u>Mainline</u> - Delivery pressure of natural gas by the Company to retail customers served directly from the transmission pipeline will be at approximately 10 psi. Delivery of gas at other pressures will be provided to the customer upon request, subject to the Company's approval and customer compliance with fuel line installation standards of the Company. Where the customer has entered into a standard gas sales agreement with the Company, deliveries of gas will be made at the pressure specified in such contract. The customer shall install, operate and maintain at its own expense, such pressure regulating and relief devices as may be necessary to regulate the pressure of gas after delivery to the customer.</p>

RULES AND REGULATIONS - GAS MEASUREMENT AND QUALITY

ODORIZATION
IAC SEC. 19.8(5)

Town Plant - Natural gas shall be odorized by the Company before delivery to the customer. The intensity of the odor shall be readily detectable at concentrations of one-fifth (1/5) of the lower explosive limit. The Company shall test the odorant level of the gas downstream of each Town Border Station at reasonable intervals but not less than four times per year.

Mainline - As provided for in the definition of "Point of Delivery", Customer is responsible for purchasing and owning any necessary odorization equipment, which is to be located at a point in the fuel line directly adjacent to the outlet side of the mainline meter located at the sales measuring station. The intensity of the odor shall be readily detectable at concentrations of one-fifth (1/5) of the lower explosive limit. The Company will periodically test the odorant level of the gas downstream of each odorizer to ensure the odorization is being properly maintained. The test will be made at reasonable intervals but not less than one time per year. Any required odorant will be provided by Company at its own expense.

COMPUTATION
OF VOLUMES OF
GAS SOLD

General Service and Small Volume Interruptible Customers - The volume of gas delivered as measured at delivery pressures shall be corrected to the standard unit of measurement. Measurement and determination of volumes delivered shall be made in accordance with the recommendations set forth in AGA Gas Measurement Committee Report No. 3, as amended, or American Meter Handbook No. E-4.

Contractual Customers -

Measurement Factors: The volume of gas delivered as measured at delivery pressures shall be corrected to the standard unit of measurement. Measurement and determination of volumes delivered shall be made in accordance with the recommendations set forth in AGA Gas Measurement Committee Report No. 3, as amended, or American Meter Handbook No. E-4.

Temperature: The temperature of gas delivered and measured shall be assumed to be sixty (60) degrees Fahrenheit. Where a recording thermometer has been installed to record the temperature of the gas flowing through the meters, the arithmetic average of the hourly temperature so recorded shall be used in measurement computation.

**RULES AND REGULATIONS - GAS
MEASUREMENT AND QUALITY**

COMPUTATION
OF VOLUMES OF
GAS SOLD
(continued)

Contractual Customers (continued)

Specific Gravity: The specific gravity of the gas used in the measurement shall be as determined and documented monthly by the Company wholesale natural gas suppliers (Northern Natural Gas Company and Natural Gas Pipeline Company of America).

Heating Value: The heating value of the natural gas as delivered from the interstate pipeline may vary; however, if in any month the arithmetic average of heating values recorded hourly and reported by the pipeline to the Company is less than 1000 Btu per cubic foot or greater than 1000 Btu, then the volume of gas delivered during such month shall be computed by multiplying the volume by a fraction whose numerator shall be such arithmetic average heating value and whose denominator shall be 994. See Measurement Factors on Sheet GT-7.

METER
STANDARDS

Meter - The gas delivered by Company to the customer shall be measured by an adequate meter of standard type, installed, operated and maintained by Company. Company will determine the best location of the meter.

Location:

Town Plant: The customer will provide a place on the customer's premises at no cost to the Company for location of the meter.

Domestic and Small Volume Commercial - Meters will be set and maintained on the customer's premises, and the Company will determine the location of the meter. In some cases, it will be more feasible to set meters on customer's property line, this to be decided by the Company.

Large Volume and/or Industrial - Meters will be set at customer's property line nearest the gas main whenever possible. Alternative locations must be approved by the Company.

The customer may request Company to shift or change the location of any service line or meter set installed on customer's property and Company will, if feasible, and if such change does not interfere with safe operations, make such change upon customer's pre-payment of the estimated cost thereof to the Company.

**RULES AND REGULATIONS - GAS
MEASUREMENT AND QUALITY**

METER
STANDARDS
(continued)

Mainline: All farm tap and rural retail sales measuring station meters will be set within the geographical boundaries of the transmission pipeline right-of-way unless specifically stated otherwise in the sales contract.

Access: The Company's authorized agents shall have access to the Company's meters and pipes at all reasonable times for purposes of meter reading, turn-on or shut-off inspection, maintenance, leak detection and to ascertain the quantity of gas consumed or registered.

TESTING
IAC SEC. 19.6(4-6)

Company shall test its meters at reasonable intervals, not to exceed that specified by state regulation and shall at the time of the test adjust the meter to record accurately.

Request Tests:

Upon a request by a customer, the Company shall test the meter servicing that customer, except that such tests need not be made more frequently than once in eighteen months. A written report of the test shall be mailed to the customer within 10 days of the completed test and a record of each test shall be kept on file at the Company's office. The Company shall give the customer or a representative of the customer the opportunity to be present while the test is conducted. If the test finds the meter is accurate within the limits accepted by the Company in its meter inspection and testing program, the Company may charge the customer \$25 or the cost of conducting the test, whichever is less. The customer shall be advised of any potential charge before the meter is removed for testing. The Company's inspection and meter testing program provides a two (2) percent tolerance for determining whether a meter is considered accurate under this section.

Referee Tests:

Upon written request by a customer or utility, the Board will conduct a referee test of a meter except that such tests need not be made more frequently than once in 18 months. The request shall be accompanied by a \$30 check or money order made payable to the Company. Within five days of receipt of the written request and payment, the Board shall forward the deposit to the Company and notify the Company of the requirement for a test. The Company shall, within 30 days after notification of the request, schedule the date, time and place of the test with the Board and customer. The meter shall not be removed or adjusted before the test and the Company shall furnish all testing equipment and facilities for the test. If the tested meter is found to be more than 2 percent fast or 2 percent slow, the deposit will be returned to the party requesting the test and billing adjustments shall be made as required in IAC-19.4(13). The Board shall issue its report within 15 days after the test is conducted, with a copy to the customer and the Company.

RULES AND REGULATIONS - GAS MEASUREMENT AND QUALITY

ADJUSTMENT OF
MEASUREMENT
FACTORS

Fast Meters: Whenever a metering installation is tested and found to have over-registered more than two percent, the Company shall recalculate the bills for service, for the period as determined below:

(1) The bills for service shall be recalculated from the time at which the error first developed or occurred if that time can be definitely determined.

(2) If the time at which the error first developed or occurred cannot be definitely determined, it shall be assumed that the overregistration has existed for the shortest time period calculated as one-half the time since the meter was installed or one-half the time elapsed since the last meter test, unless otherwise ordered by the Board.

The billing adjustment shall be calculated on the basis that the meter should be 100 percent (100%) accurate. For the purposes of billing adjustment, the meter error shall be one-half of the algebraic sum of the error at full rated flow plus the error at check flow.

(3) If a recalculated bill indicates that five dollars (\$5.00) or more is due an existing customer or ten dollars (\$10.00) or more is due a person no longer a customer of the Company, then the full amount of the calculated difference between the amount paid and the recalculated amount shall be refunded.

Refunds shall be made to the two most recent customers who received service through the time the error existed. In the case of a previous customer who is no longer a customer of the Company, a notice of the amount subject to refund shall be mailed to such previous customer at the last known address and the Company shall, upon demand made within three months thereafter refund the same. Refund shall be completed within six months following the date of the metering installation test.

Slow Meters: When a meter is found to be more than two percent slow, the Company will bill the customer for the amount the test indicates he has been undercharged for the period of inaccuracy.

The minimum amount the Company may charge for back billing shall be five dollars (\$5) for an existing customer and ten dollars (\$10) for a former customer. All recalculations resulting in an amount due equal or greater than these amounts shall result in issuance of a back bill. The period for back billing shall not exceed the last six months the meter was in service unless otherwise ordered by the Board. Back billings shall be rendered no later than six months after the meter installation test.

**RULES AND REGULATIONS – GAS
MEASUREMENT AND QUALITY**

ADJUSTMENT OF
MEASUREMENT
FACTORS
(continued)

The billing adjustment shall be calculated on the basis that the meter is 100 percent (100%) accurate. For the purposes of billing adjustments the meter error shall be one-half the algebraic sum of the error at full rated flow plus the error at check flow. The amount of undercharge calculated will be charged to the customer.

Non-registering Meters:

When the amount of gas consumed cannot be determined by test because of failure of part or all the metering equipment, the Company will use the best available estimating procedures to determine as close as possible the amount of gas actually consumed. The customer will be advised of the failure and the basis for the estimated gas quantity billed.

RULES AND REGULATIONS – GAS MEASUREMENT AND QUALITY

METER READING Town Plant - Meter readings of meters serving customers connected to Company distribution system shall normally be taken by the Company at intervals of approximately 30 days, and at the beginning and termination of service.

Should Company's meter reader for any reason fail to gain access to the meter on the occasion of his regular call, a printed form will be left at the customer's premises so that customer may submit the meter reading himself. Said form will contain the following statement: "If the form is not completed, mailed by the customer, and received, by the Company in time to be entered into the normal monthly computer billing cycle transactions, an estimated bill will be rendered." If actual readings on subsequent calls cannot be obtained, the Company will render an estimated bill, but same will be limited to three consecutive bills unless customer approval is obtained by Company. Any customer who has three estimated billings will receive special attention to obtain an actual reading. Each customer will receive at least one actual reading within a 12 month period. After a reading is obtained, if there is any material difference, an adjusted bill shall be rendered for the period since the last previous reading of the meter. The Company shall divide the municipality or territory into districts and will read meters in each district at a selected time.

Regardless of whether a bill is based on customer reading, Company's reading or Company's estimate of consumption, Company shall have the right to discontinue service for non-payment thereof as provided elsewhere in these Rules, Regulations, Terms and Conditions with respect to delinquent bills.

Mainline - Meter readings of meters serving residential and farm tap customers connected to transmission sales measuring stations will be taken by the customer on a form provided by the Company at approximately 30 day intervals. The Company will take an actual reading at least once every twelve months and at the beginning and termination of service. All other customers served from sales measuring stations located along the transmission pipeline will be read by the Company at approximately 30 day intervals unless otherwise specified in the contract. Customer agrees to mark reading of meters on cards provided by Company and mail them promptly. On failure to receive marked cards for two consecutive months, the Company may send a meter reader to read such meter and Customer agrees to pay Company sixty-six dollars (\$66.00) as Company's cost of making such trip and reading.

**RULES AND REGULATIONS – GAS
MEASUREMENT AND QUALITY**

METER READING (continued)	Regardless of whether a bill is based on customer reading, Company's reading or Company's estimate of consumption, Company shall have the right to discontinue service for non-payment thereof as provided elsewhere in these Rules, Regulations, Terms and Conditions with respect to delinquent bills.
------------------------------	--

METER READ DEVICES	The meter read devices contain the following information: Customer name, address, rate schedule or identification of rate schedule. Identifying No. or description of the meter(s). Meter readings. If the reading has been estimated. Any applicable multiplier or constant, or reference thereto.
-----------------------	--

RULES AND REGULATIONS
GAS

COMPANY OWNED ITEMS	The Company shall furnish, own, install and maintain where applicable the following items required to provide service to the point of delivery: Service pipes. Meters. Regulators. Pressure relief vents and valves. Shut-off valves. Connectors and miscellaneous fittings.
FUEL LINE INSTALLATION STANDARDS	Customer's fuel lines including piping and, where applicable, pressure regulation, valves, jointing, pressure relief valves, fittings and equipment shall be installed and maintained in compliance with the most current applicable provision of American National Standard "National Fuel Gas Code," ANSI Z 223.1-1974, (NFPA No. 54-1974) and Company standards and local codes and regulation pertaining to natural gas piping. Company shall reserve the right to test and inspect customer's piping to assure compliance with the standards and to check for gas leaks.
WASTAGE OF GAS	No billing adjustments will be made for wastage of gas that occurs through the customer's fuel line and downstream of the Company's meter even though wastage may occur without the knowledge of the customer. Such wastage if detected by Company will be reported to the customer along with necessary recommendations for repair. Wastage of gas which occurs through the Company owned mains and services will not be billed to the customer. Wastage which occurs as a direct result of negligent damage by the customer or a third party to Company property will be billed to that customer or person(s) responsible for such damage. "Customer's fuel line" shall mean pipe on the outlet side of a customer-owned meter.
TEMPORARY SERVICE	When the Company renders temporary service to a customer, the customer will bear the costs of installing and removing the service in excess of any salvage realized. The cost shall include the cost of labor, materials, permits, right-of-ways, pavement repairs and all other costs incident to the furnishing and installation of the service.

**RULES AND REGULATIONS - GAS
GUARANTEE DEPOSITS
IAC SEC. 19.4(2)**

WHEN MADE

The Company may require from any customer or prospective customer a deposit intended to guarantee partial payments of bills for service. The Company shall allow a person other than the customer to pay the customer's deposit.

The Company will evaluate the creditworthiness of all customers that request gas service using commercial credit reporting services. When a request for service is approved, the company will determine the need for a cash deposit sufficient to guarantee partial payment of bills for service rendered. The determination of the need and amount of a customer deposit will be based on credit reference information provided by the customer, plus a payment history on the customer from Company billing records when such history is available.

The Company may accept installment agreements, on forms provided by Company, to satisfy the deposit requirements of this tariff provision. If a customer fails to keep such installment payments, or any of them current, Company may issue a written notice to customer that such failure is grounds for disconnection of service unless payment of the delinquent installment is received within five days. Any disconnection of service based on failure of customer to pay such installment(s) shall, however, be preceded by a further five day notice, given in accordance with the notice provisions of Non-Payment of Bills on Sheet GT-22.

AMOUNT

The total deposit for any residential or commercial customer for a place which has previously received service shall not be greater than the highest billing of service for one month for the place in the previous twelve-month period. The deposit for any residential or commercial customer for a place which has not previously received service or for an industrial customer, shall be the customer's projected one-month usage for the place to be served as determined by the utility, or as may be reasonably required by the utility in cases involving service for short periods or special occasions. Interest on customer deposits shall be computed at 7.5 percent (7.5%) per annum, compounded annually. Interest for prior periods shall be computed at the rate specified by the rule in effect for the period in question. Interest is paid as a credit to the customer's bill. The deposit will begin to draw interest on the date it is received by Company and will cease to draw interest at the time it is returned to the customer, or on the date the deposit is applied to a customer's account, or when customer's bill becomes permanently delinquent, or upon the date of notice sent to a customer's last known address that a deposit is no longer required.

**RULES AND REGULATIONS – GAS
GUARANTEE DEPOSITS
IAC SEC. 19.4(2)**

**AMOUNT
(continued)**

The date when a bill is "permanently delinquent" relative to an account treated as an uncollectible account is the most recent date the account became delinquent. Records showing the customers name, address and the current amount of deposit will be maintained by the Company. In the event that the customer loses his deposit receipt, the Company will nonetheless refund such deposit to the customer, in accordance with the above stated conditions, provided that the customer can establish proof of his identity and the Company's records indicate that a deposit is held in the customer's name or account.

**ADDITIONAL
DEPOSITS AND
REPLACEMENT**

A new, additional or replacement deposit may be required upon reasonable notice of the need for such a requirement in any case where a deposit has been refunded or where a deposit is found to be inadequate or where a customer payment history is not satisfactory to the Company. Three late payments over the past twelve months, or portion thereof, may cause an account to be reviewed to determine the amount of new or additional deposit, if any, required. In the event service to a customer has been disconnected for non-payment, this deposit may be required before service can be restored.

The service of any customer who fails to furnish such a new or additional deposit after issuance of written notice to do so, may be disconnected. Such disconnection shall, however, be preceded by a further twelve-day notice, given in accordance with the notice provisions of Non-Payment of Bills on Sheet GT-22. No residential customer shall be disconnected for failure to pay a deposit during the period November 1 through April 1 for the location at which he/she has been receiving service as a duly recognized customer.

REFUNDS

The deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment), unless Company is entitled to require a new or additional deposit. For refund purposes, customer's account shall be reviewed after twelve months of service following the making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit. Upon termination of service, the deposit plus accumulated interest, less any unpaid utility bill of the customer, shall be reimbursed to the person who made the deposit.

RULES AND REGULATIONS - GAS
BILLING AND PAYMENT
IAC SEC. 19.4(11)

**BILLING PERIODS
AND PAYMENT
TERMS**

Bills shall be calculated in accordance with the applicable rate schedule each month and shall be payable monthly. When the billing period deviates by more than ten per cent (counting only business days) from the normal meter reading period, such bills will be prorated based on a daily basis. If the billing for the initial period covers six days or less, a bill will not be issued and the amount will be included in the following month's billing.

Upon request, the Company shall give the customer the approximate date on which he should receive his bill each month, and if a bill is not received or is lost, the Company, shall upon request, issue a duplicate. Failure to receive a bill shall not relieve a customer from payment as provided for in the applicable tariff and these rules and regulations.

The bill shall be considered rendered to the customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the bill shall be considered rendered when delivered to the last known address of the party responsible for payment. There shall be not less than 20 days between the rendering of a bill and the date by which the account becomes delinquent. When customer payments are made by mail, bills will be considered as having been paid on the date of mailing as shown by postmark.

The date of delinquency for all residential customers or other customers whose consumption is less than two hundred fifty Therm per month shall be changeable for cause in writing, such as, but not limited to, 15 days from the approximate date each month upon which income is received by the person responsible for payment. Company, however, is not required to delay the date of delinquency more than thirty (30) days beyond the date of preparation of the previous bill.

**RULES AND REGULATIONS - GAS
BILLING AND PAYMENT (continued)
IAC SEC. 19.4(11)**

**EVEN PAYMENT
PLAN**

The Company shall, at the time that service is requested, offer to all residential customers and to all other customers whose consumption is less than 25 Dekatherm (250 Therm) per month a budget bill payment plan which allows the customer to pay a uniform amount and avoid spikes in bill amounts, such as those caused by high gas prices or severe cold weather. The customer's account will be calculated monthly, and the budget bill amount will not change unless it is ten percent (10%) greater or less than the last monthly budget bill amount. Eligible customers may enroll in the budget bill plan during any month of the year and shall not be required to make an initial "catch-up" payment at the time of enrollment.

I
I
N
N
N

When budget payment amounts are recalculated, any amount owing from the "Even Payment" year just ended shall be carried forward and added to the charges to be paid over the course of the ensuing year. However, unpaid budget bill program billings shall not be allowed to be carried forward.

Amounts to be paid by customers on the Even Payment Plan will be computed at the time of entry into the plan.

The budget billing plan shall be balanced upon termination of service or whenever the Customer requests withdrawal from the plan.

I

Delinquency in the payment of monthly budget billing plan bills shall be subject to the same procedures as other accounts with respect to collections and terminations. If, at the time of delinquency, the account balance is a credit, the Even Payment plan shall terminate after not less than thirty (30) days not more than sixty (60) days of delinquency.

I

**RULES AND REGULATIONS - GAS
BILLING AND PAYMENT (continued)
IAC Sec. 19.4(11)**

**COMBINED
BILLING**

When customers have a single load requirement, but are located in a manner to require several meter settings, the Company may allow combined billing in the following instances:

Service to public schools.

Parochial schools, churches, convents, and colleges where buildings are in the same block or across the street.

Industrial customers where buildings are in the same block or across the street.

Meters set in parallel at Company's request as opposed to setting one larger meter.

In cases where the criteria for combined billing are not met, and for the convenience of the customer, the Company may prepare a single bill for several accounts of the customers, but each account's consumption will be individually billed through the rate schedule blocks and then summarized on a single bill form. Limitations to this service are that the customer's accounts must be served under the same rate schedule, in the same community and billing cycle.

**NON-SUFFICIENT
FUND CHECKS**

The Company may require a returned check charge of \$20.00 from the customer for customer checks returned for non-sufficient funds.

**LATE PAYMENT
PENALTY**

Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent per month of the past due amount. The penalty date shall be not less than twenty days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

Paying a part of the bill does not entitle the customer to escape a proportionate amount of the penalty. The customer shall be allowed the complete forgiveness of one late payment penalty per year allowed and will be notified by bill message when such annual forgiveness has been used. Bills for service become delinquent as provided in other sections of this Tariff, however, Company will give a residential customer disconnected or about to be disconnected due to inability to pay in full an opportunity to enter into a reasonable agreement to pay that bill. Reasonable agreements will be entered into with customers as set forth on Sheets GT-29 to GT-31.

RULES AND REGULATIONS - GAS
BILLING AND PAYMENT (continued)

**BILLING FOR
OTHER THAN
NATURAL GAS**

The Company shall utilize the same customer bill form to bill for merchandising, jobbing, rental appliances, and other goods and services, but no action taken to collect payment of these amounts shall affect the customer's gas service account.

**INFORMATION
SHOWN ON
CUSTOMER'S
PORTION OF BILL**

Customer name, mailing and service address
Location of Company office where bill is to be paid
Customer account No.
Present and previous meter reading
Meter reading date and No. of days of service
Usage for period
Rate Designation
Gross and Net amount for gas
Charges for non-gas items (Merchandise, service, etc.)
Sales Tax
Date after which gross amount is due
Past due amount and ending account balance
Designation if bill is estimated
Designation if bill is minimum
Unit cost of gas adjustment included in the rate
Pressure or other adjustment factors
Budget adjustment if customer is utilizing the even payment plan

**RULES AND REGULATIONS – GAS
BILLING AND PAYMENT (continued)
IAC Sec. 19.4(13)**

**ADJUSTMENT OF
BILLING ERRORS**

Overcharges. When a customer has been overcharged due to incorrect reading of meter, application of rate schedules, connection of a meter or similar reasons, the overcharge will be adjusted, refunded or credited to the customer. The time period for which the Company is required to make such refunds shall not exceed five years, unless otherwise ordered by the Board.

Undercharges. When a customer has been undercharged as a result of incorrect reading of meter, incorrect application of rate schedules, incorrect connection of a meter or similar reasons, the undercharge may be billed to the Customer. The period for which the Company may adjust for undercharges shall not exceed five (5) years, unless otherwise ordered by the Board. Under charges for similar reasons may be adjusted for up to five years. The maximum back bill shall not exceed the billing for the dollar amount equivalent to the tariffed rate for like charges (e.g., usage-based, fixed or service charges) in the twelve (12) months preceding discovery of the error, unless otherwise ordered by the Board.

EXCISE TAXES

When any Town, City, County or state imposes a franchise, occupation, business, sales, license, excise, privilege or similar tax of any kind on the Company, the amounts thereof, insofar as practical, shall be surcharged on a proportionate basis to all customers receiving gas service within such Town, City, County or State. This tax charge, in all cases, will be in addition to the regular charges for gas services. When towns, cities, counties or states provide exemptions from fees or taxes to certain customers, the Company shall not apply such taxes or fees to such customers. The taxes or fees imposed by the taxing entities in Company's service territory are as provided on Sheets 27 and 27.1 of Company's rate tariffs.

RULES AND REGULATIONS - GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

Company may refuse or disconnect service to a Customer after proper notice for nonpayment of a bill or deposit if the Company has complied with the following provisions, when applicable:

**NON-PAYMENT
OF BILLS**

Bills for service become delinquent twenty (20) days from date the bill is mailed. In case bills for service become delinquent, the customer and any other person or agency designated by the customer will be given written notice, in the form described in Section B below. The Customer has at least 12 days in which to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities available. Customers billed more frequently than monthly shall be given posted written notice that they have 24 hours to make settlement of the account to avoid disconnection and a written summary of the rights and responsibilities. All notices shall include a toll-free or collect telephone No. where a Company representative qualified to provide additional information about the disconnection can be reached. Each Company representative must provide the representative's name and have immediate access to current, detailed information concerning the Customer's account and previous contacts with the Company.

The customer has a right to a meeting (hearing) with Company personnel if he disputes his bill. Any customer desiring a disputed bill meeting will request, and will be granted such a meeting to be held before the date of discontinuance of service as specified on the written notice.

Service will not be discontinued and/or disconnected until at least twelve (12) days have passed after the date of the mailing of such notice of discontinuation of service. Company, prior to disconnection, will make a good faith attempt to contact the customer by telephone or in person to inform the customer of the pending disconnection and his or her rights and responsibilities. During the period from November 1 to April 1, if the attempt at customer contact fails, the premises shall be posted at least one day prior to disconnection with a notice informing the Customer of the pending disconnection and rights and responsibilities available to avoid disconnection.

RULES AND REGULATIONS – GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

NON-PAYMENT OF BILLS (continued)	In no case shall such discontinuance be effected prior to thirty-four (34) days from the date the bill is prepared and mailed. If collection of delinquent bills is at the customer's premises or, if service is discontinued because of non-payment of bills, Company will require the payment of a collection and/or reconnection charge. In the event there is a dispute concerning the amount of a bill for service, Company may require the customer whose account is in dispute to pay a sum of money equal to the amount of the undisputed portion of the bill pending settlement, and thereby avoid discontinuance of service for nonpayment of such disputed bill for up to forty-five (45) days after the rendering of the bill. The forty-five (45) days shall be extended to sixty (60) days if requested by the Board acting in response to a written complaint filed with the Board by the customer.
ITEMS TO BE CONTAINED IN THE NOTICE OF DISCONTINUANCE OF SERVICE	The Notice of Discontinuation of Service, as provided for on Sheet GT-22, shall state, at a minimum, the following items: <ul style="list-style-type: none">Amount owed and past due Company.Date prior to which delinquent amounts must be paid to avoid disconnection.Amount to be charged by Company for reconnection of service.A toll-free or collect phone No. where a Company representative qualified to provide additional information about the disconnection may be reached. The notice shall contain a list of "Customer Rights and Responsibilities to Avoid Disconnection" in compliance with IAC—19 (4)(15)h(3).
DANGEROUS CONDITIONS FOUND IN CUSTOMER'S PREMISES	In any case where Company has received notice or knows that a dangerous condition exists with respect to the presence or delivery of natural gas on customer's premises, Company will, without advance notice, refuse to connect if service has not already been connected or shut off the service and same shall not be resumed until such dangerous condition shall have been eliminated. If service is discontinued because the customer's equipment and/or facilities have caused an unsafe or dangerous condition, a reconnection charge may be required to be paid before service is restored.
MISUSE OF SERVICE BY CUSTOMER	In case gas supplied by Company to the customer is misused or misapplied by the customer so as to cause unsatisfactory conditions affecting the quality, safety or continuity of service to other customers, the Company shall, without any advance notice, disconnect the service. If service is required to be discontinued for this cause, a reconnection charge will be required to be paid before service is restored.

RULES AND REGULATIONS - GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

RESELLING OR DISTRIBUTION OF SERVICE	The service furnished is for the sole use of the customer; customer shall not sell or redeliver gas service to any other person. In case gas supplied by Company to the customer is resold without the consent of the Company, service shall be discontinued. If service is required to be discontinued for this cause, a reconnection charge will be required to be paid before service is restored.
---	---

NONCOMPLIANCE WITH RULES AND REGULATIONS	All service furnished to customer shall be in accordance with these general rules, regulations, terms and conditions, and in case a customer fails to conform to such rules, the Company will after five (5) days sufficient notice in writing (unless otherwise provided for herein), discontinue and/or disconnect service unless within such time conditions complained of are remedied. Such notice shall specify the cause of the default and the Company shall cooperate with the customer in suggesting the proper remedy. If service is so discontinued and/or disconnected, a reconnection charge will be required to be paid before service is restored.
---	--

Connection of space heating or other load by a customer without proper authority obtained pursuant to the connection policy set forth herein at Sheets GT-43 and GT-44, Limitations on New Gas Service will be considered noncompliance for the purposes of this section

FRAUDULENT USE OF SERVICE	In case gas is used fraudulently in any manner on the premises occupied by customer with or without customer's knowledge, the service will be shut off without any advance notice and service shall then not be resumed until customer shall have given satisfactory assurance that such fraudulent use of gas will be discontinued and shall have paid to Company such an amount estimated by Company to be a reasonable payment for gas fraudulently used and not paid for. Company shall be entitled to a reconnection charge if service is reconnected.
----------------------------------	---

SERVICE TO AN INDEBTED HOUSEHOLD	If a creditworthy applicant for service is able to satisfy any deposit requirements and did not permanently reside at the premise during the time a bill at the premise became delinquent, service will be allowed.
---	---

Collection will be sought from the customer(s) that have requested service and knowingly created a debtor-creditor relationship with Company.

RULES AND REGULATIONS - GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

TAMPERING WITH AND CARE OF COMPANY'S PROPERTY	<p>No one except an agent of Company or one otherwise lawfully entitled to do so shall be permitted to remove or tamper with Company's meter or connections or with any of the property of the Company on or about the customer's premises. If at any time the Company shall find that a meter, piping, or equipment, or parts thereof, or other instruments used in furnishing service to the customer has been tampered with by anyone except an agent of Company or one otherwise lawfully entitled to do so, it shall be considered sufficient cause for immediate discontinuance of service by Company. If service is so discontinued, a reconnection charge will be required to be paid before service is restored. A broken or absent meter seal alone shall not constitute tampering.</p>
DISREGARD OF CURTAILMENT ORDERS	<p>Failure of an interruptible customer to comply with curtailment orders issued by Company shall be sufficient cause for discontinuance of such service by Company and in such event the service may be discontinued and/or disconnected without any advance notice to customer. If service is discontinued, a reconnection charge, in addition to the overrun deterrent and liquidated damages charge set out herein and normal rate for gas consumed, will be required to be paid before service is restored.</p>
SPECIAL RESTRAINT ON DISCONNECTION ORDERS	<p>The Company, when affecting a discontinuance or disconnection of a Residential customer's service for non-payment of a bill or a deposit, or failure to comply with the terms of a payment agreement, shall comply with the procedures set out below.</p>
CUSTOMER CONTACT	<p>When disconnecting service to a residence, Company shall make a diligent attempt to contact, by telephone or in person, the Customer responsible for payment for service to the residence to inform the customer of the pending disconnection and his rights and responsibilities. During the period from November 1 through April 1, if the attempt at customer contact fails, the premises shall be posted at least one day prior to disconnection with a notice informing the Customer of the pending disconnection and rights and responsibilities available to avoid disconnection.</p> <p>If an attempt at personal or telephone contact of a customer occupying a rental unit has been unsuccessful, the landlord of the rental unit, if known, shall be contacted to determine if the customer is still in occupancy and, if so, the customer's present location. The landlord shall also be informed of the date when service may be disconnected.</p>

RULES AND REGULATIONS - GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

CUSTOMER
CONTACT
(CONTINUED)

A customer who fails to comply with the terms of a payment agreement between November 1 and April 1 must be given notice of his or her right to seek energy assistance. Disconnection cannot take place for at least 12 days from the date such notice is mailed, to give the customer a chance to apply for assistance and to notify Company of possible eligibility for assistance.

If the disconnection will affect occupants of residential units leased from the customer, the premises of any building known by the Company to contain residential units affected by disconnection must be posted, at least two days prior to disconnection with a notice informing any occupants of the date when service will be disconnected and the reasons for the disconnection.

TIME AND
TEMPERATURE
RESTRICTIONS

A disconnection may not take place where gas is used as the only source of space heating or to control or operate the only space heating equipment at the residence on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will be 20 degrees Fahrenheit or lower. In any case, where the Company has posted a disconnection notice, but is precluded from disconnecting service because of a National Weather Service forecast, the Company may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises to above 20 degrees Fahrenheit and is forecasted to be above 20 degrees Fahrenheit for at least 24 hours, unless the Customer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision.

WINTER ENERGY
ASSISTANCE

If the Company is informed that the customer's household may qualify for energy assistance or weatherization funds, there shall be no disconnection of service for thirty days from the date of application to allow the customer time to obtain assistance. Application for assistance must be made prior to the disconnection date specified in the notice. Disconnection shall not take place from November 1 through April 1 for a resident who is a head of household and who has been certified to the Company by the community action agency as eligible for either the low income energy assistance program or weatherization assistance program. In addition to the notification procedure required herein, the Company shall, prior to November 1, mail customers a notice describing the availability of winter energy assistance funds and advising the customer how assistance may be obtained.

RULES AND REGULATIONS - GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

**HEALTH OF A
RESIDENT**

Disconnection of a residential customer shall be postponed if the discontinuance of service would present an especial danger to the health of any permanent resident of the premises. The Company may require written verification of the special danger to health by a physician or a public health official, including the name of the person endangered, a statement that the person is a resident of the premises in question, the name, business address and telephone No. of the certifying party, the nature of the health danger, and approximately how long the danger will continue. Initial verification by the verifying party may be made by telephone if written verification is forwarded to the Company within five (5) days. Verification shall postpone disconnection for 30 days. In the event service is terminated within 14 days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a prior verification is thereafter made in accordance with the foregoing provisions. If the customer does not enter into a reasonable payment agreement for the retirement of the unpaid balance of the account within the first 30 days and does not keep the current account paid during the period that the unpaid balance is to be retired, the Customer is subject to disconnection.

As set out in the Rules of the Board at IAC 19.4(15)"d"(8), an especial danger to health is indicated if one appears to be seriously impaired and may; because of mental or physical problems, be unable to manage his or her own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from others. Indicators of an especial danger to health include, but are not limited to: Age, infirmity, or mental incapacitation, serious illness, physical disability, including blindness and limited mobility, and any other factual circumstances which indicate a severe or hazardous health situation.

**ABNORMAL GAS
CONSUMPTION**

A customer who is subject to disconnection for nonpayment of bill, and who has gas consumption which appears to the customer to be abnormally high, may request the Company to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. The Company shall provide such assistance by discussing patterns of gas usage which may be readily identifiable, suggesting that an energy audit be conducted, and identifying sources of energy conservation information and financial assistance which may be available to the customer.

The Company may disconnect gas service without the 12 day notice for failure of the Customer to comply with the terms of a payment agreement, except as provided on Sheet GT-29, Terms of First Time Payment Agreements, provided that the Company complies with the provisions of Sheet GT-31, Refusal by Utility.

RULES AND REGULATIONS - GAS
CONDITIONS UNDER WHICH SERVICE CAN BE REFUSED OR DISCONTINUED
IAC SEC. 19.4(15)

DISPUTED BILL	If the customer has received notice of disconnection and has a dispute concerning a bill for natural gas service, the utility may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill pending settlement and thereby avoid disconnection of service. A utility shall delay disconnection for nonpayment of the disputed bill for up to 45 days after the rendering of the bill if the customer pays the undisputed amount. The 45 days shall be extended by up to 60 days if requested of the utility by the Board in the event the customer files a written complaint with Board in compliance with 199-Chapter 6.
SPECIAL CIRCUMSTANCES	Disconnection of a residential customer may take place only between the hours of 6 a.m. and 2 p.m. on a weekday and not on weekends or holidays. If a disconnected customer makes payment or other arrangements during normal business hours, all reasonable efforts shall be made to reconnect the customer that day. If a disconnected customer makes payment or other arrangements after 7 p.m., all reasonable efforts shall be made to reconnect the customer not later than 11 a.m. the next day.

RULES AND REGULATIONS - GAS
CUSTOMER PAYMENT AGREEMENTS
IAC Sec. 19.4(10)

AVAILABILITY OF A FIRST PAYMENT AGREEMENT	When a residential customer cannot pay in full a delinquent bill for utility service or has an outstanding debt to the Company for residential utility service and is not in default of a payment agreement, the Company shall offer the customer an opportunity to enter into a reasonable payment agreement.
---	--

REASONABLENESS	Whether a payment agreement is reasonable will be determined by considering the current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The utility may require the person to confirm financial difficulty with an acknowledgment from the department of human services or another agency.
----------------	---

TERMS - FIRST PAYMENT AGREEMENTS	The Company shall offer customers who have received a disconnection notice or have been disconnected 120 days or less and who are not in default of a payment agreement the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times. The Company shall offer customers who have been disconnected more than 120 days and who are not in default of a payment agreement the option of spreading payments evenly over at least 6 months by paying specific amounts at scheduled times.
--	--

The agreement shall also include provision for payment of the current account. The Company may also require the customer to enter into a level payment plan to pay the current bill.

When the customer makes the agreement in person, a signed copy of the agreement shall be provided to the customer.

**RULES AND REGULATIONS - GAS
CUSTOMER PAYMENT AGREEMENTS
IAC Sec. 19.4(10)**

**TERMS - FIRST
PAYMENT
AGREEMENTS
(CONTINUED)**

The Company may offer the customer the option of making the agreement over the telephone or through electronic transmission. When the customer makes the agreement over the telephone or through electronic transmission, the Company shall render to the customer a written document reflecting the terms and conditions of the agreement within three days of the date the parties entered into the oral agreement or electronic agreement. The document will be considered rendered to the customer when addressed to the customer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the document shall be considered rendered to the customer when delivered to the last-known address of the person responsible for payment for the service. The document shall state that unless the customer notifies the Company within ten days from the date the document is rendered, it will be deemed that the customer accepts the terms as reflected in the written document. The document stating the terms and agreements shall include the address and a toll-free or collect telephone No. where a qualified representative can be reached. By making the first payment, the customer confirms acceptance of the terms of the oral agreement or electronic agreement.

Each customer entering into a first payment agreement shall be granted at least one late payment that is made four days or less beyond the due date for payment and the first payment agreement shall remain in effect.

**TERMS - SECOND
PAYMENT
AGREEMENTS**

The Company shall offer a second payment agreement to a customer who is in default of a first payment agreement if the customer has made at least two consecutive full payments under the first payment agreement. The second payment agreement shall be for the same term as or longer than the term of the first payment agreement. The customer shall be required to pay for current service in addition to the monthly payments under the second payment agreement and may be required to make the first payment up-front as a condition of entering into the second payment agreement. The Company may also require the customer to enter into a level payment plan to pay the current bill. The Company may offer additional payment agreements to the customer.

**RULES AND REGULATIONS - GAS
CUSTOMER PAYMENT AGREEMENTS
IAC Sec. 19.4(10)**

**REFUSAL BY
UTILITY**

A customer may offer the Company a proposed payment agreement. If the Company and the customer do not reach an agreement, the Company may refuse the offer orally, but the Company must render a written refusal of the customer's final offer, stating the reason for the refusal, within three days of the oral notification. The written refusal shall be considered rendered to the customer when addressed to the customer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the written refusal shall be considered rendered to the customer when handed to the customer or when delivered to the last-known address of the person responsible for the payment for the service. A customer may ask the Board for assistance in working out a reasonable payment agreement. The request for assistance must be made to the Board within ten days after the rendering of the written refusal. During the review of this request, the Company shall not disconnect the service.

Customer may protest the Company's refusal of the offered agreement by making payment as provided for in the offered agreement and by filing a written complaint, including a copy of Company's refusal, with the Board within ten (10) days after Company's written refusal of tendered payment agreement.

The customer who has been in default of a payment arrangement from November 1 to April 1 may be required to pay current bills based on a budget estimate of the customer's actual usage, weather-normalized, during the prior 12-month period or based on projected usage if historical usage data is not available.

RULES AND REGULATIONS - GAS
INSUFFICIENT CONDITIONS TO REFUSE OR DISCONTINUE SERVICE
IAC Sec. 19.4(16)

**NON-
PERMISSIBLE
REASONS TO
DISCONTINUE
SERVICE**

The following shall not constitute sufficient cause for terminating service to a present customer or refusing service to a prospective customer:

Delinquency in payment for service by a previous occupant of the premises to be served.

Failure to pay for merchandise purchased from the Company.

Failure to pay for a different type or class of service.

Failure to pay the bill of another customer as guarantor thereof.

Failure to pay back bill in accordance with slow meter provision (GT-10-11).

Failure to pay back bill in accordance with Billing Adjustment provision in GT-21.

Failure of a residential customer to pay a deposit during the period November 1 through April 1 for the location at which he or she has been receiving service.

Failure of a disconnected residential customer to pay the full amount due for past service if financial difficulty is confirmed and the residential customer is willing to enter into a reasonable agreement to pay off the delinquent amount.

Delinquency in payment for service by an occupant, if the customer applying for service is creditworthy and able to satisfy any deposit requirements.

**WHEN
DISCONNECTION
PROHIBITED**

No disconnection may take place from November 1 through April 1 for a resident who is head of household and has been certified to the Company by the local community action agency as being eligible for either the Low-Income Home Energy Assistance Program or Weatherization Assistance Program.

**RULES AND REGULATIONS - GAS
CUSTOMER RIGHTS AND RESPONSIBILITIES
TO AVOID SHUTOFF OF GAS SERVICE FOR NONPAYMENT**

-
- 1. What can I do if I receive a notice from the utility that says my gas service will be shut off because I have a past due bill?**
- a. Pay the bill in full; or
 - b. Enter into a reasonable payment plan with the utility (see #2 below); or
 - c. Apply for and become eligible for low-income energy assistance (see #3 below;) or
 - d. Give the utility a written statement from a doctor or public health official stating that shutting off your gas service would pose an especial health danger for a person living at the residence (see #4 below); or
 - e. Tell the utility if you think part of the amount shown on the bill is wrong. However, you must still pay the part of the bill you agree you owe the utility (see #5 below).
-
- 2. How do I go about making a reasonable payment plan? (Residential customers only)**
- a. Contact the utility as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, the utility may offer you a payment plan that spreads payments evenly over at least 12 months. The plan may be longer depending on your financial situation.
 - b. If you have not made the payments you promised in a previous payment plan with the utility and still owe money, you may qualify for a second payment agreement under certain conditions.
 - c. If you do not make the payments you promise, the utility may shut off your utility service on one day's notice unless all the money you owe the utility is paid or you enter into another payment agreement.
-
- 3. How do I apply for low-income energy assistance? (Residential customers only)**
- a. Contact the local community action agency in your area (see attached list); or
 - b. Contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-0859. To prevent disconnection, you must contact the utility prior to disconnection of your service.
 - c. To avoid disconnection, you must apply for energy assistance before your service is shut off. Notify your utility that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on approval for energy assistance.
 - d. Being certified eligible for energy assistance will prevent your service from being disconnected from November 1 through April 1.
-

**RULES AND REGULATIONS - GAS
CUSTOMER RIGHTS AND RESPONSIBILITIES
TO AVOID SHUTOFF OF GAS SERVICE FOR NONPAYMENT**

4. What if someone living at the residence has a serious health condition? (Residential customers only)

Contact the utility if you believe this is the case. Contact your doctor or a public health official and ask the doctor or health official to contact the utility and state that shutting off your utility service would pose an especial health danger for a person living at your residence. The doctor or public health official must provide a written statement to the utility office within 5 days of when your doctor or public health official notifies the utility of the health condition; otherwise, your utility service may be shut off. If the utility receives this written statement, your service will not be shut off for 30 days. This 30-day delay is to allow you time to arrange payment of your utility bill or find other living arrangements. After 30 days, your service may be shut off if payment arrangements have not been made.

5. What should I do if I believe my bill is not correct?

You may dispute your utility bill. You must tell the utility that you dispute the bill. You must pay the part of the bill you think is correct. If you do this, the utility will not shut off your service for 45 days from the date the bill was mailed while you and utility work out the dispute over the part of the bill you think is incorrect. You may ask the Iowa Utilities Board for assistance in resolving the dispute. (See #9 below.)

6. When can the utility shut off my utility service because I have not paid my bill?

- a. Your utility can shut off service between the hours of 6 a.m. and 2 p.m., Monday through Friday.
- b. The utility will not shut off your service on nights, weekends, or holidays for nonpayment of a bill.
- c. The utility will not shut off your service if you enter into a reasonable payment plan to pay the overdue amount (see #2 above).
- d. The utility will not shut off your service if the temperature is forecasted to be 20 degrees Fahrenheit or colder during the following 24-hour period, including the day your service is scheduled to be shut off.
- e. If you have qualified for low-income energy assistance, the utility cannot shut off your service from November 1 through April 1. However, you will still owe the utility for the service used during this time.
- f. The utility will not shut off your service if you have notified the utility that you dispute a portion of your bill and you pay the part of the bill that you agree is correct.

**RULES AND REGULATIONS - GAS
CUSTOMER RIGHTS AND RESPONSIBILITIES
TO AVOID SHUTOFF OF GAS SERVICE FOR NONPAYMENT**

7. How will I be told the utility is going to shut off my gas service?

- a. You must be given a written notice at least 12 days before the utility service can be shut off for nonpayment. This notice will include the reason for shutting off your service.
- b. If you have not made payments required by an agreed-upon payment plan, your service may be disconnected with only one day's notice.
- c. The utility must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if the utility cannot reach you by telephone or in person, the utility will put a written notice on the door of your residence to tell you that your utility service will be shut off.

8. If service is shut off, when will it be turned back on?

- a. The utility will turn your service back on if you pay the whole amount you owe or agree to a reasonable payment plan (see #2 above).
- b. If you make your payment during regular business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after regular business hours, the utility must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, the utility must do it by 11 a.m. the next day.
- c. The utility may charge you a fee to turn your service back on. Those fees may be higher in the evening or on weekends, so you may ask that your service be turned on during normal utility business hours.

9. Is there any other help available besides my utility?

If the utility has not been able to help you with your problem, you may contact the Iowa Utilities Board toll-free at 1-877-565-4450. You may also write the Iowa Utilities Board at 350 Maple Street, Des Moines, Iowa 50319-0069, or by E-mail at iubcustomer@iub.state.ia.us Low-income customers may also be eligible for free legal assistance from Iowa Legal Aid, and may contact Legal Aid at 1-800-532-1275.

**RULES AND REGULATIONS – GAS
CHARGES TO BE PAID BY CUSTOMER**

RECONNECTION OF TOWN PLANT CUSTOMERS	<p>In the event it is necessary to reconnect service on the customer premises as provided herein, the charge will be the fixed charge stated below:</p> <p><u>Fixed Service Charges:</u></p> <p>Reconnects during the hours of 8 a.m. to 5:00 p.m, Monday through Friday: \$20.00, except as provided in Seasonal Disconnection below.</p> <p>Reconnects during the hours of 5:00 p.m. to 8:00 a.m. on weekdays and Friday 5 p.m. to Monday at 8:00 a.m. and on holidays: \$75.00, except as provided in Seasonal Disconnection below.</p>
RECONNECTION OF MAINLINE CUSTOMERS	<p>Charges for reconnection of services for customers served from transmission sales measuring stations will be the sum of the mileage and labor as described below:</p> <p><u>Mileage:</u> Mileage will be charged for a rate per mile set by the Company applied to the total round trip mileage. A minimum mileage charge will be \$5.00.</p> <p><u>Labor:</u> Labor will be charged at the hourly rate set by the Company applied to the sum of the premise time and the round trip travel time. Labor charges outside normal working hours at customer request will be 1-1/2 times the above rate. The minimum labor charge will be \$10.00.</p>
SEASONAL DISCONNECTION	<p>In the event that a customer is disconnected and a reconnection of service at the same premises within a period of twelve (12) months, the Company may collect as a reconnect fee the sum of such customer charges as would have occurred during the period of disconnection in addition to the reconnect fee.</p>
ENERGY CONSERVATION STANDARDS FOR NEW STRUCTURES	<p>The Company shall not provide gas service to any structure completed after April 1, 1984, unless the owner or builder of the structure has certified to the Company that the building conforms to the energy conservation requirements adopted under Iowa Administrative Code Section 661-16.801(103A) and 661-16.802(103A). If this compliance is already being certified to a state or local agency, a copy of that certification shall be provided to the Company. If no state or local agency is monitoring compliance with these energy conservation standards, the owner or builder shall certify that the structure complies with the standards by signing a form provided by the utility. No certification will be required for structures that are not heated or cooled by gas service or are not intended primarily for human occupancy.</p>

**RULES AND REGULATIONS - GAS
CHARGES TO BE PAID BY CUSTOMER**

CHARGES FOR
WORK
PERFORMED ON
CUSTOMER'S
PREMISES

Except as set out in Nonchargeable Services below the Company will charge for all materials furnished and for all work done on the customer's premises.

Nonchargeable Services:

The Company will not charge for work done involving the following items:

Change of meter or service line location when done at the election and choice of the Company.

Maintenance repairs or replacements of Company-owned property on customer premises except when damage is due to negligence of or misuse by customer or his agents.

Parts replaced in warranty where equipment was originally sold by Company.

Leak calls or leak checks.

Unlock of new accounts during normal working hours

Chargeable Services:

Work done by the Company for the customer for services other than those described above will be charged for based on rates set by the Company which are designed to recover all costs. The customer will be advised of the approximate charges for performing work, for his approval, prior to work being performed.

RULES AND REGULATIONS - GAS
INFORMATION AND ASSISTANCE AVAILABLE TO CUSTOMERS
IAC Sec. 19.4(19)

CUSTOMER COMPLAINTS	<p>Company shall investigate promptly and thoroughly and keep a record of written complaints and all other reasonable complaints received by it from its customers in regard to safety, service, or rates, and the operation of its system as will enable it to review and analyze its procedures and actions. The record shall show the name and address of each complainant, the name and nature of the complaint, and its disposition and the date thereof.</p>
RATES AND OTHER CUSTOMER INFORMATION	<p>Company will inform the public at least annually that rate schedules and rules relating to the service of the Company are available for inspection. The Company's rate schedules, general rules, regulations, Terms and Conditions, are available on the Company's website, http://www.aquila.com/customers/energyrates/, for information of the party interested therein. Upon request, the Company's agent in charge will assist any interested party to procure information with reference thereto as may be desired. Where the Company's rate schedules provide optional rates for the same character of service, the customer shall select the rate schedule under which he elects to be billed and agrees to take service thereunder for a period of not less than one year, or six months for small volume transportation service. The Company will assist any customer or prospective customer to apply the Company's rate schedule, general rules, regulations, Terms and Conditions, and where optional schedules are available will advise such customer or prospective customer upon request as to the schedule appearing upon information then available to be most advantageous to the customer for the character of service to be taken.</p>
COMPLIANCE WITH RATE SCHEDULES	<p>If the Company has in effect more than one rate schedule, customer in order to secure the benefit of any rate must use services for purposes and in accordance with conditions specified in the schedule for such rate. Customers using service for purposes not permitted in rate schedule specified in service application shall be required to execute new service application referring to the proper rate schedule. The Company reserves the right to rebill for service rendered under the rate schedule applicable thereto for the period during which such service is in effect.</p>

RULES AND REGULATIONS - GAS
INFORMATION AND ASSISTANCE AVAILABLE TO CUSTOMERS
IAC Sec. 19.4(19)

NOTICE OF DISCONTINUANCE OF SERVICE	Service may be discontinued by customer or Company in accordance with the terms of his contract. In case no term is specified or in case the time of notice of discontinuance is not specified, customer may discontinue his service by giving two (2) days' notice to the Company, at its office, of his intention to do so. Customer shall be liable for all service supplied to the premises for which customer has made application for service until the date specified in customer's notice of his intention of discontinuing service, provided such date does not give Company less notice than specified above. Where two (2) days' notice is required, Sundays and legal holidays shall not be included in such period. When a change in occupancy takes place on any premises which is served by the Company, notice shall be given at the office of the Company two (2) days prior to the date of such change. In case no such notice is given to the Company, the outgoing occupant shall be responsible for all service supplied until such notice is given to the Company.
DEFECTIVE EQUIPMENT	In case gas is found by customer to be escaping from any pipes or equipment in or about the customer's premises, the customer shall notify the Company immediately. Defective appliances shall be disconnected at once and properly repaired before using again. In case of interruption of service, customer shall notify the Company immediately.
ORAL AGREEMENTS	Agents of the Company are not authorized to bind the Company except by a duly executed written instrument.
INFORMATION FROM CUSTOMERS	Each customer, upon request, shall furnish Company such reasonable data, as, in Company's judgment, is necessary for the proper analysis of the gas loads requirements of the customer

**RULES AND REGULATIONS - GAS
CONTINUOUS SERVICE**

RELIABLE SERVICE	The Company will use reasonable diligence to provide reliable service. However, the Company does not guarantee its service against irregularities and interruption. Causes of irregularities and interruptions in service include, but are not limited to, the following: repairs or changes in facilities, valid curtailment or proration orders, rules and regulations promulgated by state or federal regulatory authorities, an emergency as contemplated in Section 476.20 of the Code of Iowa, occurrences beyond the Company's reasonable control, including but not limited to accidents, acts of God (e.g., floods, wind, lightning, ice), acts or omissions of civil or military authorities or of suppliers, equipment failure, fires, epidemics, quarantine restrictions, strikes or other labor disputes, embargoes, wars sabotage, political strife, riots, delays in transportation, compliance with any regulations or directives of any national, state, local or municipal government or any department thereof, fuel, power, material or labor shortages.
REPAIR OF FACILITIES	The Company reserves the right to interrupt service for repair of or changes in Company facilities. The Company will make a reasonable effort to notify the customer prior to planned repairs or changes. The Company will not be liable for any injury, loss or damage, resulting from interruption, shortage or insufficiency of service or irregularities of service unless caused by the Company's willful default or gross negligence. In no event shall Company be liable for consequential or punitive damages.
CUSTOMER RESPONSIBILITY FOR PAYMENT DURING PERIODS OF INTERRUPTION	The customer will not be relieved of responsibility for payment of charges for service actually supplied (including minimum charges) because of interruption, irregularity or insufficiency of service, accidents to the customer's equipment or machinery, failure or a customer's installation, not due to the fault of the Company.
INTERRUPTION OF SERVICE	In the event of an anticipated gas shortage or interruption in the Company's gas supply for any reason, the Company shall be entitled to interrupt deliveries of gas to Interruptible Sales Customers. Interruptible Sales Customers shall have a priority subordinate to the Company's Firm Sales and Transportation Services. Where there is an anticipated gas shortage or interruption in the Company's gas supply, the Company shall not curtail deliveries of customer-owned gas that are scheduled at the Company's city gates unless the Company does not have the physical ability, in its sole judgment reasonably exercised, to deliver customer-owned gas to the transporting customer. The Company and transportation customers remain able to enter into gas diversion agreements pursuant to FERC Order 636.

**RULES AND REGULATIONS - GAS
CONTINUOUS SERVICE**

INTERRUPTION OF SERVICE (continued)	The Company shall be entitled to curtail deliveries of Company or customer-owned gas supply to any customer, whenever in its sole judgment reasonably exercised, such curtailment shall be necessary in an emergency situation to maintain the operational integrity of the natural gas system.
--	---

CURTAILMENT OF FIRM CUSTOMERS	Curtailment of firm customers will include both sales and transportation customers. To the extent possible, curtailment shall be performed pro-rata, with the largest customers, including both sales and transportation customers, curtailed first and proceeding through the smallest. The Company may first curtail or discontinue the supply of gas to such Customers as commonly use large quantities of gas and are not engaged in an activity essential to health or safety. Any curtailment or allocation of gas supply will be applied to the smallest determinable geographic area.
-------------------------------	---

PRIORITIES OF INTERRUPTION	The following priorities will be followed when operational and supply conditions require service interruptions with highest priorities listed first: <u>General Service</u> (residential and small commercial) <u>Small Volume Firm</u> <u>Large Volume Firm</u> <u>Small Volume Interruptible</u> <u>Large Volume Interruptible</u>
----------------------------	---

**RULES AND REGULATIONS - GAS
CONTINUOUS SERVICE**

INTERRUPTIBLE CUSTOMERS STANDARD ORDER OF CURTAILMENT	<p>When in the opinion of the Company it becomes necessary to curtail or interrupt service under any of the Company's Interruptible Rate Schedules, such service shall be interrupted in the following order to protect deliveries to General Service Customers:</p> <p>First: Large Volume Interruptible Customers Second: Small Volume Interruptible Customers.</p> <p>Company must comply with curtailment plans, orders, definitions and classifications as set out in Federal Energy Regulatory Commission gas tariffs of wholesale pipeline suppliers and in the rules and orders of regulatory or governmental bodies having jurisdiction.</p>
INTERRUPTIBLE CUSTOMERS PARTIAL CURTAILMENT	<p>Where curtailment of only part of the deliveries of gas under similar interruptible classification is necessary, all customers under such classification will, over a reasonable period of time, be treated alike so far as practicable</p>
UNAUTHORIZED OVERRUN DETERRENT AND LIQUIDATED DAMAGES CHARGE	<p>If customer fails to curtail its use of gas hereunder when requested to do so by Company, customer shall be billed at the transportation charge plus the cost of gas Company secures for the customer, plus the greater of either the pipeline daily delivery variance charges or \$20 per Dekatherm, for gas used in excess of the volumes of gas to which customer is limited. Revenues related to unauthorized takes will be credited to the Company's PGA. Company may in addition disconnect customer's supply of gas if customer fails to curtail its use thereof when requested by Company to do so. The only exceptions shall be, (1) when the volumes were taken because of a force majeure operating situation of the customer, or (2) when sufficient evidence is provided to the Company that circumstances beyond his control prohibited the customer from discontinuing the use of gas.</p> <p>A force majeure operating situation under the previous paragraph shall be defined as a situation involving unintentional runaway takes of gas directly resulting from fire, flood, earthquake, storm, impact by a falling or out-of-control object, explosion, riot vandalism, war or insurrection, provided, however, customer shall promptly and diligently take such action as may be necessary to repair or otherwise remedy such situation. The malfunction of fuel equipment and the unavailability of an alternate fuel supply shall not be classified as exceptions for the billing and payment of penalties.</p>

**RULES AND REGULATIONS - GAS
LIMITATIONS ON NEW GAS SERVICE**

GENERAL
SERVICE
CUSTOMERS
EMERGENCY
REPAIRS

The Company reserves the right to shut off the supply of gas at any time when such action is necessary for the purpose of making repairs or in case of any emergency. In such case, Company shall make every reasonable effort to restore service at the earliest practical moment. An interruption of service will not relieve customer from any charges for service which has actually been rendered.

GENERAL
SERVICE
CUSTOMERS
RECORDS OF
SERVICE
INTERRUPTION

Company shall maintain records of such interruptions of service which will include information concerning cause, date and time, location, duration and No. of customers affected. Appropriate steps shall be taken by Company to prevent recurrence of such interruptions.

REQUESTS FOR
SERVICE AND
PERMITS

Requests for natural gas service are accepted through the Company's website, <http://www.aquila.com/customers/energyrates/>, and are required for:

New residential service - except as exempted below.

Residential heating conversion from another fuel or expansion of peak heating requirements - except as exempted below.

Commercial service, new and expanded requirements except as exempted below.

Industrial service - new and expanded requirements.

Requests for natural gas service are not required for additions to base load appliances for clothes drying, water heating and cooking.

All requests for natural gas service will be reviewed by Company's management and depending on Company's judgment of its gas supply-market requirements balance and creditworthiness, all applications shall be processed in the following manner:

Approved

Denied

Retained for future use, subject to cancellation by applicant

The Company reserves the right to refuse requests for gas service on the basis of Company's sole judgment with respect to present and future connection factors and conditions.

**RULES AND REGULATIONS - GAS
LIMITATIONS ON NEW GAS SERVICE**

**CONDITIONS FOR
NEW SERVICE -
RESIDENTIAL**

Natural gas will be used for approved residential purposes in a single family and/or multiple-family dwelling when individually metered or master metered dwelling units where either a) or b) below prevent individual metering of service.

Gas is used in centralized heating, cooling, water heating or ventilation units.

Where individual metering is impractical, unreasonable or uneconomical.

If an alternate form of energy other than solar is used for heating, it must provide 100% of peak day heating requirement.

Applicants for service must agree to comply with all provisions of the main and service line extension policy described on Sheets 46-53.

**CONDITIONS FOR
NEW SERVICE -
RESIDENTIAL**

Applicants must agree to comply with any applicable heat loss or insulation standards established by Federal or State mandate or as Company may establish in its tariff.

Application approvals will be based on the date of pending applications, and providing the homeowner agrees to comply with conditions (2), (3) and (4) above.

**CONDITIONS FOR
NEW SERVICE –
FIRM
COMMERCIAL
AND FIRM
INDUSTRIAL**

Natural gas will be used for approved commercial and industrial purposes. This excludes gas used for irrigation, alfalfa dehydration and grain drying.

Customer's total requirement must be less than 200 Dekatherm on peak day.

If an alternate form of energy other than solar is used, it must provide 100% of peak day heating requirement.

Applicants for service must agree to comply with all the provisions of the Company's main and service line extension policies described on Sheets GT-46 to GT-53.

Customer must comply with heat loss or insulation standards established by Federal or State mandate or as Company may establish in its tariff.

**RULES AND REGULATIONS - GAS
LIMITATIONS ON NEW GAS SERVICE**

CONDITIONS FOR
NEW SERVICE –
INTERRUPTIBLE
SERVICE

Company determines that the anticipated revenue from the new load is sufficient to prevent undue burden on existing ratepayers and conditions justify such service.

Load to be connected must not be prohibited by the connection policy of the pipeline supplier or be in violation of any end use standards promulgated by State or Federal agencies.

Applicants for service must agree to comply with all provisions of the service line extension policy described on Sheets GT-46 to GT-53.

CONDITIONS FOR
NEW SERVICE –
RURAL AND
AGRICULTURAL
SERVICE TO
RIGHT-OF-WAY
GRANTORS

Rural and Agricultural service to Right-of-Way Grantors in accordance with easement agreements executed with the supplier, Northern Natural Gas Company under the following conditions:

Applications for service must refer to and be based on an easement clause which grants a right to a tap on the pipeline constructed pursuant to the easement.

Applicant must be the Grantor of the easement, or his successor or assignee.

The pipeline tap must be on a part of the property described in the easement.

The right to the tap set forth in the easement may not have been previously exercised.

The volume of gas to be delivered through the tap may not exceed the smaller of the capacity of the initially installed small volume meter or the limits established by the wholesale supplier for small volume users.

Northern Natural Gas must obtain requisite regulatory authority to make the sale.

Gas delivered through the tap will not be resold to others by the Applicant or any of his successors.

Gas delivered will not be used for such commercial services as grain drying.

Customer must agree, at its sole expense, to construct, own, operate and maintain, in a good workmanlike and efficient manner, a gas service pipeline and all valves, fittings, pressure regulators, odorizing equipment and other equipment required beyond the point of delivery, as required by Rural Natural Gas Sales Agreement between Customer and Company.

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)
DEFINITIONS

PURPOSE AND AVAILABILITY	<p>The purpose of this policy is to set forth the service connection and distribution system extension requirements when one or more applicants request gas service at premises not connected to Company’s distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.</p> <p>This policy is available for applications where Company is expected to commence construction on or after April 1, 2005.</p>									
APPLICANT	<p>The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of a gas Distribution Extension, Extension Upgrade, or Relocation.</p>									
BASIC EXTENSION REQUEST	<p>A request by Applicant for a Distribution Extension for which the Company specified facilities are provided free of charge to the Applicant.</p>									
CONSTRUCTION ALLOWANCE	<p>The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by Company at its expense. The formula used to determine the appropriate Construction Allowance will be based on Company’s capital feasibility model (Feasibility Model). Generally, the formula used by the Feasibility Model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.</p> $CA = \frac{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}$ <p>Where</p> <table style="margin-left: 40px;"> <tr> <td>CA</td> <td>=</td> <td>Construction Allowance;</td> </tr> <tr> <td>EM</td> <td>=</td> <td>Estimated Margin;</td> </tr> <tr> <td>FCC</td> <td>=</td> <td>Fixed Carrying Cost;</td> </tr> </table>	CA	=	Construction Allowance;	EM	=	Estimated Margin;	FCC	=	Fixed Carrying Cost;
CA	=	Construction Allowance;								
EM	=	Estimated Margin;								
FCC	=	Fixed Carrying Cost;								
CONSTRUCTION CHARGES	<p>That portion of the Distribution Extension’s construction costs for which the Applicant is responsible. This extension policy specifies which cost segments shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:</p> <p><u>Nonrefundable</u> charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)</p>									

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)
DEFINITIONS (continued)

CONSTRUCTION CHARGES (continued)	<u>Refundable</u> charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.
DISTRIBUTION EXTENSION	Distribution facilities including mains, services, and meter installation facilities installed by Company.
ESTIMATED CONSTRUCTION COSTS	The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental expenses connected therewith.
ESTIMATED MARGIN	The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting applicable margin allocation for network and infrastructure support costs. Revenues from the Energy Efficiency Cost Recovery Surcharge will be excluded.
EXTENSION COMPLETION DATE	The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company's records.
EXTENSION UPGRADE	The increase in capacity of existing gas distribution facilities necessitated by Applicant's estimated gas requirements and for which Company determines that such facilities can be reasonably installed.
FACILITIES EXTENSION AGREEMENT	Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, end-use commitments, etc. in accordance with this extension policy.
FIXED CARRYING COST	Company's cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.
NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)	Customer or developer have the option under IAC 19.3(10)b(1) to provide a non-refundable contribution in aid of construction.
OPEN EXTENSION PERIOD	The period of time, ten (10) years, during which Company shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The (10) ten-year period begins on the Extension Completion Date.

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)
DEFINITIONS (continued)

PERMANENT SERVICE	Residential Applicants: Gas extensions where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured. Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement.
	Non-Residential Applicants: Gas extensions where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured. For 50,000 therms or less, Applicant agrees to a minimum of one (1) year of service at the end-use commitments outlined in the Facilities Extension Agreement. For usage greater than 50,000 therms, Applicant agrees to a minimum of three (3) years of service at the end-use commitments outlined in the Facilities Extension Agreement.
TEMPORARY OR LIMITED SERVICE	Residential Applicants: Any service that is of a known temporary or limited nature.
	Non-Residential Applicants: Any service that is of a known temporary or limited nature and/or the Applicant is unwilling to agree to specific end-use commitments for a period of at least one (1) and three (3) years as applicable per the definition of Permanent Service.

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)

**GENERAL
PROVISIONS**

Company, at its sole discretion, after consideration of Applicant's gas requirements and commitment, will designate the class of service requested as Permanent or Temporary (Limited) in accordance with the definitions set forth herein.

The determination of facility type and routing will be made by Company to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of Company's Service's existing facilities in the area.

Facilities Extension Agreements will be based upon Company's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. Company shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at Company's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company.

Company shall construct, own, operate and maintain distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to Company have been received.

Rights-of-way and easements which are satisfactory to Company must be furnished by the Applicant in reasonable time to meet construction and service requirements and before Company shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to Company. Such clearance and grading must be maintained by the Applicant during construction by Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the gas facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge.

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)

GENERAL
PROVISIONS
(continued)

An additional Construction Charge shall be paid by the applicant to Company for any ditching required to be performed by Company due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by Company less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

PERMANENT
SERVICE

Each application to Company for gas service of a permanent nature to premises requiring extension of Company's existing distribution facilities will be evaluated by Aquila in order that Aquila may determine the amount of investment (Construction Allowance) warranted by Aquila in making such extension. In the absence of special financing arrangements between the Applicant and Aquila, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to Aquila before Aquila's construction commences.

The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and Aquila, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying Aquila within six months time of qualifying permanent loads connected to Aquila's system. On a periodic basis, Aquila shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.

Aquila will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension may be made without an additional charge or at a reduced rate.

RULES AND REGULATIONS – GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)

TEMPORARY OR LIMITED SERVICE	A non-residential Applicant, requesting greater than a basic extension, shall include at least a three (3) year commitment of gas service for annual usage greater than 50,000 therms. Service commitments less than these minimums are considered temporary or limited. For gas service of a temporary or limited nature, Applicant shall be required to pay to Company as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.
EXTENSION UPGRADES	Where a gas distribution Extension Upgrade is required to serve a non-residential customer's load requirements, the Facilities Extension Agreement between Company and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.
RELOCATION OR CONVERSION REQUESTS	An Applicant desiring to have Company's existing facilities relocated may request Company to make such changes. If Company determines that such conversion or relocation can reasonably be made, Company will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.
EXCESS FACILITIES REQUESTS	In those instances, for Non Residential Single Family Project Applications, where Company chooses to provide facilities at Applicant's request in variance with the normal gas construction standards, Applicant's shall be required to pay Company for the cost of such facilities, and to pay Company a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)

Company has segmented Applicants into the following general categories for administration of this Extension Policy:

**BASIC
EXTENSION
REQUEST FOR
GENERAL
SERVICE**

All Applicants, classified as Permanent Service will receive the following installed basic facilities free of charge:

- first 100 feet of service line (polyethylene plastic pipe) per Applicant as measured per each service extension on private property;
- one gas meter, not to exceed 399 cfh (cubic feet hour) at ½ inch differential;
- one standard regulator and meter bar assembly.

For Residential Single Family projects(of four homes or less) requiring greater than an average of 100 feet of service line and/or a main extension, the Standard Construction Allowance will be subtracted from the Estimated Construction Costs for the project to determine the Nonrefundable Charge, if any, to be paid by Applicant.

**NON-BASIC
EXTENSION
REQUEST FOR
SUBDIVISION
PROJECTS**

Applicants, classified as permanent service, requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur construction charges as described below:

Proven Projects: Projects requested by Applicant (developers) which have a proven track record to constructing projects at the specified No. of dwellings and at the specified end-uses within five years, will have the applicable standard Construction Allowance subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable charges will not be applied to proven projects.

Unproven/Indeterminate Projects: Projects defined as unproven or indeterminate, at Company's sole discretion, based upon the Applicant's (developers') track record will have a potentially refundable construction charge applied on a per dwelling basis to be paid by Applicant. In addition, the applicable standard Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant.

RULES AND REGULATIONS - GAS
EXTENSION OF GAS FACILITIES – IAC SEC. 19.3(10)

APPLICABILITY LIMITATIONS	<p>The applicability of this extension policy is limited by the following conditions:</p> <p>FACILITIES EXTENSION AGREEMENT NOT TIMELY EXECUTED: Company's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Company's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Company to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Company's extension policy as on file and in effect with the Commission at that time.</p> <p>ACCURATE ESTIMATES DOUBTFUL -- TRUE-UP FOR ACTUAL COSTS: The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true-up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Company in the Facilities Extension Agreement.</p>
RESIDENTIAL MULTI-FAMILY OR RESIDENTIAL MOBILE HOME TRAILER PARKS:	<p>All applicants, classified as permanent service, will have a Construction Allowance calculated per the Feasibility Model for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Company's discretion as dependent on the Applicant's credit history and project complexity and/or size. All mobile homes will be served natural gas at each mobile home position. Company will install all mains, services, regulators, meters, and termination valves for serving individual mobile home spaces in mobile home courts.</p>
COMMERCIAL OR INDUSTRIAL	<p>All applicants, classified as permanent service, will have a Construction Allowance calculated per the Feasibility Model for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Potentially refundable construction charges may be applied at Company's discretion as dependent on the Applicant's credit history and project complexity and/or size.</p>

RULES AND REGULATIONS - GAS
ALTERATION OF RULES AND REGULATIONS

TITLE	The Company warrants the title to the natural gas delivered and that it has good right and lawful authority to sell the same.
LIABILITY OF PARTIES	<p><u>Maintenance and Operation of Properties</u> The Company and the customer each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party.</p> <p><u>Ability to Deliver and Receive Gas</u> The Company will use reasonable diligence in furnishing a regular and uninterrupted service but Company shall not be liable to the customer for its failure to deliver gas and the customer shall not be liable to the Company for its failure to receive gas when such failure on the part of either shall be due to accident to or breakage of pipelines, machinery or equipment, fires, floods, storms, weather conditions, strikes, riots, legal interferences, act of God or public enemy, shutdowns for necessary repairs and maintenance, failure or curtailment of gas supply or, without limitation by enumeration, any other cause beyond the reasonable control of the party failing to deliver or receive gas, as the case may be, provided such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be; provided, however, that if the customer fails to take and receive gas made available for delivery by Company, Customer shall nonetheless be charged the minimum bill as provided for and defined in the Board approved rate schedule under which Customer is served.</p> <p><u>Beyond Point of Delivery:</u> The Company shall not be liable for any loss, damage or injury whatsoever caused by leakage, escape or loss of gas after same has passed through the Company's meter herein defined as "point of delivery," nor for defects in the customer's piping or appliances.</p> <p><u>Depletion of Gas Supply and/or Disruption Due to Jurisdictional Regulatory Orders:</u> The Company shall not be liable for its failure to deliver gas when such failure shall be due to depletion of supply of gas at its source, curtailments or reallocations by regulatory authorities with jurisdiction, or for inability to maintain capacity to meet gas requirements hereunder at the time.</p>

RULES AND REGULATIONS - GAS
ALTERATION OF RULES AND REGULATIONS

**GOVERNMENTAL
ACTION AND
AUTHORITY**

Regulatory Action:

The purchase and sale of gas by the Company to the customer is subject to all valid legislation with respect thereto and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction. The Company reserves the right to make and to file with any and all duly constituted authorities having jurisdiction, changes in terms and conditions of service or new terms and conditions including, but not limited to, changes in rates or new rates.

War and National Defense:

During any period in which a state of war exists between the United States and any foreign power, or terrorist activity, both customer and Company shall recognize that the national defense is paramount to any contractual obligations then existing between them and notwithstanding the provisions of any such contract, neither shall assert, nor be required to assume, any obligation which is inconsistent with or contrary to any governmental policy, rule, regulation or order made, issued or promulgated in the promotion thereof.

**ALTERATIONS OF
RULES AND
REGULATIONS**

No agent or employee has the right to modify or alter the application, rates, terms, conditions, rules or regulations or to make any promises or representations not contained herein, supplements thereto and revisions thereof.

RULES AND REGULATIONS - GAS LOCATION OF RECORDS

LOCATION OF RECORDS

Records of various items are maintained at several organizational levels of the Company. The Company's organizational levels are set out below and the level indicated in connection with each record is the lowest level at which information is available. The information available at the local level would pertain only to the area served by that office and summaries of a larger geographic area would have to be maintained at a higher level office.

Company's organization consists of the following:

- Central Office – located in West Des Moines, Iowa
- Gas Supply Services Office – located in Omaha, Nebraska
- Regulatory and Gas Accounting Office – located in Omaha
- Corporate Offices – located in Rapid City, SD
- Central Engineering Office – located in Omaha, Nebraska
- Meter Shop – located in Council Bluffs, Iowa
- Billing and Information Technology Departments – located in Omaha, Nebraska and Rapid City, SD
- Customer Service Call Centers – located in Lincoln, NE and Rapid City, SD

Field Offices:

- Council Bluffs, Iowa
- Decorah, Iowa
- Denison, Iowa
- Dubuque, Iowa
- Newton, Iowa
- Spencer, Iowa
- Webster City, Iowa

Records are available in the following offices:

- General Financial Records – Regulatory Accounting Office or Corporate Offices
- Customer Information Records including billing, meter reading, payment records, guaranteed deposits, service calls and complaints – Billing and Call Center Office and each Field Office has access via data systems
- General Operating records including gas acquisition and disposition, heating value, leak and pressure surveys and checks, odorant information, service interruptions and similar types of information – Gas Supply, Field or Central Offices
- Maps – Central Engineering and Field Offices
- Franchise Data – Central or Corporate Offices
- Meter Testing Records – Meter Shop or Central Offices
- Meter Reading Charts – Field Offices
- Rate Schedules and Tariff Rules and Regulations –Regulatory, Central, Field or Gas Accounting Offices
- Customer Contributions in Aid of Construction –Field or Central Office

RULES AND REGULATIONS - GAS
AUTHORIZED PERSONNEL

The following list sets out Company's management personnel who are authorized to receive, act upon and respond to communications from the Board. In each instance, the individuals are listed in order of whom should be first contacted under each category. The phone listing shows the business No. first and residential No. second.

**GENERAL
 MANAGEMENT**

	<u>Business Phone</u>	<u>Cellular Phone</u>
Tariffs, rates, financial data and all other items not covered below:		
Robert Amdor Manager, Regulatory Services	402-221-2227	
Evan Petersen Director of Operations	515-224-1404	515-371-6957
Tariff rules and regulations, pass-along increases and related refunds:		
Robert Amdor Manager, Regulatory Services	402-221-2227	
Harold Mikkelson PGA Manager	402-221-2240	
Evan Petersen Director of Operations	515-224-1404	515-371-6957

**CUSTOMER
 RELATIONS
 (COMPLAINTS)**

Field Area Offices – Communities served by the Area Office are listed on Sheet GT-59.		
Field Area Management:		
Janice McCall Operations Analyst	712-325-3084	
Evan Petersen Director of Operations	515-224-1404	515-371-6957
Operations Supervisors:		
Council Bluffs - Steve Stone	712-325-3019	
Decorah - Bonnie Gilbert	563-382-0953	X13
Denison - Dave Pauling	712-263-3395	X5
Dubuque – Chuck Bandy	563-583-0415	X28
Newton – Nick Gardner	641-792-1548	X4
Spencer - Bob Faulkner	712-762-4275	X6
Webster City - Brian Peterson	515-832-1975	X6

**EMERGENCIES –
 NON-OFFICE
 HOURS**

Emergency telephone No.s of the Company in each community served are listed in the telephone directory for that community. In the event that contact cannot be made with personnel at the field office, the appropriate Field Area Office listed above should be contacted.

RULES AND REGULATIONS - GAS
ALPHABETICAL LISTING OF COUNTIES SERVED BY COMPANY

Adair	Dallas	Jackson
Alamakee	Delaware	Jasper
Blackhawk	Dickinson	Jones
Boone	Dubuque	Mills
Bremer	Emmett	Mitchell
Buchanan	Fayette	Monona
Butler	Floyd	O'Brien
Calhoun	Franklin	Pocahontas
Carroll	Fremont	Polk
Cass	Greene	Pottawattamie
Chickasaw	Grundy	Story
Clay	Hamilton	Webster
Clayton	Hancock	Winnebago
Crawford	Howard	Winneshiek
		Worth

RULES AND REGULATIONS - GAS
ALPHABETICAL LISTING OF COMMUNITIES SERVED BY COMPANY

Ackley	Everly	Leland	Scranton
Adair	Farley	Lenox	Sherrill
Anamosa	Farmersburg	Lewis	Sidney
Andrew	Farnhamville	Lorimor	Silver City
Anita	Fayette	Luana	Sioux City
Arion	Fertile	Madrid	Spencer
Arlington	Fonda	Malvern	Spirit Lake
Arnolds Park	Forest City	Manchester	Springfield
Aurora	Fort Atkinson	Maquoketa	Springview
Baxter	Fostoria	Marble Rock	St. Ansgar
Bellevue	Fredericksburg	Martelle	St. Olaf
Bernard	Garden City	Massena	Stanhope
Boxholm	Garnavillo	Miles	Storm Lake
Burlington	Gilbert	Milford	Story City
Calmar	Glenwood	Mitchell	Strawberry Point
Carroll	GliddenGowrie	Monmouth	Sumner
Carter Lake	Grand Junction	Monona	Superior
Cascade	Granger	Monticello	Tabor
Cedar Falls	Greene	New Hampton	Terril
Charles City	Grimes	New Vienna	Tipton
Colesburg	Grundy Center	Newton	Tripoli
Coon Rapids	Guttenberg	Ogden	Vincent
Council Bluffs	Hamburg	Okoboji	Wahpeton
Crescent	Hanlontown	Onawa	Wallingford
Cresco	Harcourt	Orleans	Waterloo
Cumberland	Hartley	Ossian	Waukon
Dayton	Hawkeye	Pacific Junction	Wallingford
Decorah	Hopkinton	Paullina	Webster City
Delhi	Ionia	Peosta	West Okoboji
Denison	Jesup	Perry	West Union
Dike	Jewel	Petersburg	Whiting
Dow City	Joice	Pilot Mound	Woodward
Dubuque	Kellogg	Pocahontas	Worthington
Dyersville	Klemme	Postville	Zwingle
Eagle Center	Knapp Gardens	Primghar	
Earlville	La Motte	Ralston	
Edgewood	Lake Mills	Randall	
Elkader	Lake View	Readlyn	
Ellsworth	Lamont	Ridgeway	
Elmerado Estates	Langworthy	Rippey	
Emmons	LaPorte City	Rockford	
Epworth	Lawler	Roland	
Estherville	Lehigh	Royal	