

Enbridge Gas  
Docket No. 24-057-T03  
Legislative Enbridge Tariff  
Second Corrected EGU Exhibit 1.0

ENBRIDGE GAS  
333 South State Street  
P.O. Box 45360  
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LEGISLATIVE ENBRIDGE GAS TARIFF  
Second Corrected EGU Exhibit 1.0  
Enbridge Gas Tariff No. 700  
Affecting All Rate Schedules  
and Classes of Service in  
Enbridge Energy Utah's  
Service Area

Date Issued: June 26, 2024  
To Become Effective: July 1, 2024



# Enbridge Gas Dominion Energy Utah Tariff

For Gas Service  
in the  
State of Utah

~~ENBRIDGE GASDOMINION ENERGY~~ UTAH TARIFF  
FOR NATURAL GAS SERVICE  
IN THE STATE OF UTAH

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Approved By

THE PUBLIC SERVICE COMMISSION OF UTAH

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PRINCIPAL OFFICE OF ~~ENBRIDGE GASDOMINION ENERGY~~ UTAH LOCATED AT:

333 SOUTH STATE STREET

SALT LAKE CITY, UTAH 84145-0360

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TARIFF PSCU NO. ~~7~~600 CANCELS AND SUPERSEDES

PSCU TARIFF NOS. 100, 200, 300, 400, ~~AND~~ 500 ~~AND~~ 600

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# 1. INTRODUCTION

## 1.01 SERVICE TERRITORY

This Tariff covers all natural gas service rendered by Questar Gas Company dba ~~Enbridge Gas Dominion Energy~~ Utah (Company or ~~Enbridge Gas Dominion Energy~~) in Utah at any point on the Company's system where there are facilities of adequate capacity.

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## 2. FIRM SALES SERVICE

### 2.01 CONDITIONS OF SERVICE

The Company provides firm service for residential, commercial and industrial customers qualifying under the classification provisions of each firm sales rate schedule listed in Article 2. Customers initiating or increasing firm sales service must also meet the requirements of § 9.02.

#### FIRM SALES SERVICE RATE SCHEDULE RECLASSIFICATION

Changes in rate schedules may be allowed upon written approval of the Company when requested or acknowledged by the customer in writing. A change may be allowed after a customer has been on the current rate schedule for at least one full year, and if the customer demonstrates that a change in the use of natural gas has occurred that will cause the existing schedule to no longer be appropriate. A customer will be allowed to change rate schedules only on the first day of that customer's next billing cycle.

A request for firm sales service from an existing transportation service or interruptible sales service customer must be received by the Company by March 31<sup>st</sup> in any given year. If approved, such a request will be effective on the first day of the customer's billing cycle which occurs on or after July 1<sup>st</sup>. Approval will be conditioned upon execution of a minimum two-year service agreement. The customer will be responsible to pay for any required changes in equipment to facilitate class-appropriate meter reading.

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**2.02 GS RATE SCHEDULE**

**GS VOLUMETRIC RATES**

	Rates Per Dth Used Each Month			
	Dth = dekatherm = 10 therms = 1,000,000 Btu			
	Summer Rates: Apr. 1 - Oct. 31		Winter Rates: Nov. 1 - Mar. 31	
	First 45 Dth	All Over 45 Dth	First 45 Dth	All Over 45 Dth
Base DNG	\$2.65544	\$1.38725	\$3.25401	\$1.98582
CET Amortization	(0.18679)	(0.09758)	(0.22890)	(0.13969)
DSM Amortization	0.15907	0.15907	0.15907	0.15907
Energy Assistance	0.01176	0.01176	0.01176	0.01176
Infrastructure Rate Adjustment	0.03501	0.01829	0.04290	0.02618
Rural Expansion Rate Adjustment	0.02099	0.01097	0.02572	0.01570
STEP Surcharge	<u>0.00346</u>	<u>0.00132</u>	<u>0.00471</u>	<u>0.00257</u>
<b>Distribution Non-Gas Rate</b>	<b>\$2.69894</b>	<b>\$1.49108</b>	<b>\$3.26927</b>	<b>\$2.06141</b>
Base SNG	\$0.39379	\$0.39379	\$0.89900	\$0.89900
SNG Amortization	<u>(0.06371)</u>	<u>(0.06371)</u>	<u>(0.14544)</u>	<u>(0.14544)</u>
<b>Supplier Non-Gas Rate</b>	<b>\$0.33008</b>	<b>\$0.33008</b>	<b>\$0.75356</b>	<b>\$0.75356</b>
Base Gas Cost	\$6.58934	\$6.58934	\$6.58934	\$6.58934
191 Amortization	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>
<b>Commodity Rate</b>	<b>\$8.54883</b>	<b>\$8.54883</b>	<b>\$8.54883</b>	<b>\$8.54883</b>
<b>Total Rate</b>	<b>\$11.57785</b>	<b>\$10.36999</b>	<b>\$12.57166</b>	<b>\$11.36380</b>

**GS FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
For a definition of meter categories, see § 8.03.	BSF Category 2	\$18.25
	BSF Category 3	\$63.50
	BSF Category 4	\$420.25
Annual Energy Assistance credit for qualified low income customers:		\$91.00
For a description of the Low Income Program, see § 8.03 - Energy Assistance Fund.		

**GS CLASSIFICATION PROVISIONS**

- (1) Service is used for purposes such as space heating, air conditioning, water heating, clothes drying, cooking or other similar uses.
- (2) Service is subject to a monthly basic service fee.
- (3) Service is subject to Weather Normalization Adjustment as explained in § 2.05
- (4) All sales are subject to the additional local charges and state sales tax stated in § 10.01 and § 10.02.
- (5) The Energy Assistance rate is subject to a maximum of \$50 per month. The Energy Assistance rate and Energy Assistance credit are subject to § 8.03.

- (6) Customers who request removal of transponders or decline automated meter reading will be assessed a \$20.00 per month manual meter reading fee, in addition to any other remedies available under this Tariff.

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**2.03 FS RATE SCHEDULE**

**FS VOLUMETRIC RATES**

	Rates Per Dth Used Each Month					
	Dth = dekatherm = 10 therms = 1,000,000 Btu					
	Summer Rates: Apr. 1 - Oct. 31			Winter Rates: Nov. 1 - Mar. 31		
	First 200 Dth	Next 1,800 Dth	All Over 2,000 Dth	First 200 Dth	Next 1,800 Dth	All Over 2,000 Dth
Base DNG	\$1.57367	\$1.05207	\$0.50300	\$2.05177	\$1.53017	\$0.98110
Energy Assistance	0.00882	0.00882	0.00882	0.00882	0.00882	0.00882
Infrastructure Rate Adjustment	0.01656	0.01107	0.00529	0.02159	0.01610	0.01033
Rural Expansion Rate Adjustment	0.00993	0.00664	0.00317	0.01295	0.00966	0.00619
STEP Surcharge	<u>0.00162</u>	<u>0.00085</u>	<u>0.00003</u>	<u>0.00246</u>	<u>0.00168</u>	<u>0.00086</u>
<b>Distribution Non-Gas Rate</b>	<b>\$1.61060</b>	<b>\$1.07945</b>	<b>\$0.52031</b>	<b>\$2.09759</b>	<b>\$1.56643</b>	<b>\$1.00730</b>
Base SNG	\$0.69839	\$0.69839	\$0.69839	\$0.81258	\$0.81258	\$0.81258
SNG Amortization	<u>(0.11299)</u>	<u>(0.11299)</u>	<u>(0.11299)</u>	<u>(0.13146)</u>	<u>(0.13146)</u>	<u>(0.13146)</u>
<b>Supplier Non-Gas Rate</b>	<b>\$0.58540</b>	<b>\$0.58540</b>	<b>\$0.58540</b>	<b>\$0.68112</b>	<b>\$0.68112</b>	<b>\$0.68112</b>
Base Gas Cost	\$6.58934	\$6.58934	\$6.58934	\$6.58934	\$6.58934	\$6.58934
191 Amortization	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>
<b>Commodity Rate</b>	<b>\$8.54883</b>	<b>\$8.54883</b>	<b>\$8.54883</b>	<b>\$8.54883</b>	<b>\$8.54883</b>	<b>\$8.54883</b>
<b>Total Rate</b>	<b>\$10.74483</b>	<b>\$10.21368</b>	<b>\$9.65454</b>	<b>\$11.32754</b>	<b>\$10.79638</b>	<b>\$10.23725</b>
Minimum Monthly Distribution Non-Gas Charge: (Base)				Summer		\$275.00
				Winter		\$359.00

**FS FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
Does not apply as a credit toward the minimum monthly distribution non-gas charge.	BSF Category 2	\$18.25
For a definition of meter categories, see § 8.03.	BSF Category 3	\$63.50
	BSF Category 4	\$420.25

**FS CLASSIFICATION PROVISIONS**

- (1) Load factor is defined to be: Average daily usage ÷ peak winter day. (Average daily usage is equal to the last 3 years of annual usage ÷ 1,095. Peak winter day is defined in Section 11 of this Tariff.) If 3 years of annual usage is not available, the Company may estimate usage or use any available actual usage. Customers with a load factor of 40% or greater qualify for the FS Rate Schedule. Customers with a load factor below 35% do not qualify for FS service. If a customer's load factor falls below 40%, but is greater than 35%, the customer may remain an FS customer for one year, after which such customer must have a load factor of 40% or greater to continue to qualify for FS service.
- (2) Service is subject to a minimum monthly distribution non-gas charge and a monthly basic service fee.
- (3) Minimum annual usage of 2,100 Dth is required.
- (4) All sales are subject to the additional local charges and state sales tax stated in § 10.01 and § 10.02.

- (5) The Energy Assistance rate is subject to a maximum of \$50.00 per month and other conditions as specified in § 8.03.

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**2.04 NATURAL GAS VEHICLE RATE (NGV)**

**NGV VOLUMETRIC RATES**

Rate Per Dth Used  
Dth = dekatherm = 10 therms = 1,000,000 Btu

Base DNG	\$10.35287
Energy Assistance	0.01477
Infrastructure Rate Adjustment	0.11818
Rural Expansion Rate Adjustment	0.07087
STEP Surcharge	<u>0.01374</u>
<b>Distribution Non-Gas Rate</b>	<b>\$10.57043</b>
Base SNG	\$0.84266
SNG Amortization	<u>(0.13633)</u>
<b>Supplier Non-Gas Rate</b>	<b>\$0.70633</b>
Base Gas Cost	\$6.57313
Commodity Amortization	1.95949
RIN Credit	<u>(0.48096)</u>
<b>Commodity Rate</b>	<b>\$8.05166</b>

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**Total Rate** **\$19.32842**

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**NGV CLASSIFICATION PROVISIONS**

- (1) Service is used for refueling natural gas-powered vehicles with compressed natural gas at Company-owned refueling stations.
- (2) All sales are subject to the state sales tax described in § 10.01 and the applicable federal excise tax.
- (3) The Energy Assistance rate is subject to a maximum of \$50.00 per month and other conditions as specified in § 8.03.

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## **2.05 WEATHER NORMALIZATION ADJUSTMENT (WNA)**

The monthly bill for each GS commercial customer and those residential customers that have not opted off the WNA, as explained in this Section, see “Annual Option”, will be adjusted upward or downward to account for the variations in Distribution Non-Gas (DNG) revenues which are due to differences between the actual temperatures and normal temperatures for that customer's billing cycle.

### **CYCLE DEGREE DAY VARIANCE CALCULATION**

Heating degree days (DD) will be calculated for each billing cycle and major climatological area of the Company's service territory. Heating degree days are calculated as the number of degrees Fahrenheit that any day's average of high and low temperatures is below 65°. The degree day variance for a billing cycle is the accumulation of degree days for all the days in the cycle. In calculating the WNA, degree days calculated from one of the Company's weather zones—Logan, Park City, Salt Lake City, Vernal, Price, Richfield, Cedar City, and St. George—will be used. Normal degree days for these weather zones will be calculated as the average temperatures over a twenty-year period. The degree day calculation formulas are as follows:

$$\text{Actual Cycle DD} = \text{DD for Billing Cycle by Weather Zone}$$

$$\text{Normal Cycle DD} = \text{Normal DD for Billing Cycle by Weather Zone}$$

$$\text{Cycle DD Variance} = (\text{Normal Cycle DD}) - (\text{Actual Cycle DD})$$

### **BASE LOAD DTH**

A Base Load Dth will be calculated for each customer to estimate the monthly non-temperature-sensitive usage. The calculation will be based on the customer's lowest usage of either the July or August billing period. The Base Load Dth will remain the same for one year. If the calculated Base Load is not representative of the customer's non-temperature-sensitive usage, the Company can adjust it to a more representative amount. When sufficient data is unavailable, the Base Load Dth will be estimated based upon historical data for similar customers in the same geographical area.

### **CYCLE USAGE PER DEGREE DAY**

A cycle usage per degree day will be calculated for each customer each month by dividing that customer's temperature sensitive sales, which is the result of subtracting the Base Load Dth from the Actual Usage Dth, by the actual degree days for that customer's billing cycle using the weather station applicable for the customer's geographical area as explained above. The Cycle Usage Per Degree Day formula is as follows:

$$\text{Cycle Usage per DD} = (\text{Actual Dth Usage} - \text{Base Load Dth}) / \text{Actual Cycle DD}$$

**WNA BILLING VOLUME AND BILL CALCULATION**

Each customer’s WNA Billing Volume, in Dth, is calculated by multiplying the Cycle Usage per Degree Day by the Cycle Degree Day Variance and adding or subtracting the result to the actual Dth usage. The customer’s WNA Billing Volume is used to calculate the DNG portion of the bill. The customer’s actual Dth usage is used to calculate the Supplier Non-Gas (SNG) and Commodity portions of the bill, see § 2.02. The WNA Dth formula is as follows:

$$\text{WNA Billing Volume} = ((\text{Cycle Usage per DD}) \times (\text{Cycle DD Variance})) + \text{Actual Dth Usage}$$

**ANNUAL OPTION**

Each summer, the Company will send a notice to all GS residential customers advising them that their bills will be weather-adjusted. Customers who do not want to have their bills weather-adjusted may opt out of WNA at this time. Customers whose bills are not weather-adjusted will remain off of WNA unless they respond to the annual notice.

**WEATHER ZONES BY COUNTY**

<b>ZONE</b>	<b>COUNTIES</b>
Cedar City	Beaver, Iron, Millard, Washington (Dammeron Valley, Diamond Valley, Enterprise, New Harmony, Veyo)
Logan	Cache, Franklin (Idaho)
Park City	Morgan, Rich, Summit, Wasatch, Weber (Eden, Huntsville, Liberty, Nordic Valley)
Price	Carbon, Emery, Grand, San Juan
Richfield	Garfield, Piute, Sanpete, Sevier
Salt Lake	Box Elder, Davis, Salt Lake, Tooele, Utah, Weber (except Eden, Huntsville, Liberty, Nordic Valley)
St. George	Washington (except Dammeron Valley, Diamond Valley, Enterprise, New Harmony, Veyo)
Vernal	Daggett, Duchesne, Uintah

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## **2.06 GAS BALANCING ACCOUNT ADJUSTMENT PROVISION**

### **APPLICABILITY**

The purpose of the Gas Balancing Account is to recover, on a dollar-for-dollar basis, purchased gas costs and gas-cost-related expenses. Gas commodity costs include both market purchases and costs associated with producing, gathering, and processing company-owned production under the Wexpro Agreement. Non-gas costs include costs to store and transport the gas to the Company's distribution system and certain other Commission-approved expenses.

This gas balancing account adjustment provision applies to the Supplier Non-Gas (SNG) component of all applicable rate schedules and the commodity component of all sales rate schedules contained in this Tariff.

### **BALANCING ACCOUNT ACCRUAL**

Each month a calculation will be made to determine the amount to be accrued into Account No. 191.1 of the Uniform System of Accounts, Unrecovered Purchased Gas Costs (Utah). A positive accrual reflects an under-recovery of costs and is debited to Account No. 191.1. A negative accrual reflects an over-recovery of costs and is credited to Account No. 191.1. Any applicable refund or out-of-period charge which reflects a change in the cost of gas for a prior period will be credited or debited respectively to the balancing account during the month the refund or charge is recorded in the Company books. Account No. 191.1 will be made up of two distinct parts, a commodity balance and a SNG balance, each of which is amortized separately pursuant to the surcharge rate determination described below. The monthly accrual (positive or negative) is determined by calculating the difference between the Cost of Gas and Gas Revenues as is described below.

Accrual = Cost of Gas - Gas Revenues where:

#### **Cost of Gas**

The cost of gas is the total of (1) Gas Cost Expenses, plus (2) Additional Gas Cost Expenses, less (3) Exclusions to Gas Costs, less (4) Other Revenues as described below:

- (1) Gas Cost Expenses include the following FERC Accounts. Items to be included in the accounts have been modified from FERC descriptions for use by Utah Gas utilities.
  - 758 Gas well royalties - This account shall include royalties paid for natural gas produced by the utility from wells on land owned by others.
  - 759 Other expenses - This account shall include the cost of labor, materials used and expenses incurred in producing and gathering natural gas and not includible in any of the foregoing accounts. Costs recorded in this account are:
    - (a) Gathering commodity and demand expenses.
    - (b) Credits for gathering for others.



- 800 Natural gas well head purchases - This account shall include the cost at well head of natural gas purchased in gas fields or production areas.
- 801 Natural gas field line purchases - This account shall include the cost, at point of receipt by the utility, of natural gas purchased in gas fields or production areas at points along gathering lines, and at points along transmission lines within field or production areas, exclusive of purchases at outlets of gasoline plants includible in account 802.
- 802 Natural gas gasoline plant outlet purchases - This account shall include the cost, at point of receipt by the utility, of natural gas purchased at the outlet side of natural gas products extraction plants.
- 803 Natural gas transmission line purchases - This account shall include the cost, at point of receipt by the utility, of natural gas purchased at points along transmission lines not within gas fields or production areas, excluding purchases at the outlets of products extraction plants includible in account 802.
- 804 Natural gas city gate purchases - This account shall include the cost, at point of receipt by the utility, of natural gas purchased which is received at the entrance to the distribution system of the utility.
- 806 Exchange gas - This account includes debits or credits for the cost of gas in unbalanced transactions where gas is received from or delivered to another party in exchange, load balancing, or no-notice transportation transactions. The costs are to be determined consistent with the accounting method adopted by the utility for its system gas.
- 808.1 Gas withdrawn from storage-Debit - This account shall include debits for the cost of gas withdrawn from storage during the year.
- 808.2 Gas delivered to storage-Credit - This account shall include credits for the cost of gas delivered to storage during the year.
- 813 Other gas supply expenses - This account shall include the cost of labor, materials used and expenses incurred in connection with gas supply functions not provided for in any of the above accounts. These accounts are to be used for natural gas storage expenses. Costs recorded in this account are:
- (a) Liquid extraction and gas processing expenses.
  - (b) Price stabilization costs.
  - (c) Firm and peak storage commodity and demand costs.
  - (d) Wexpro Operator Service Fee.

- 858 Transmission and compression of gas by others - This account shall include amounts paid to others for the transmission and compression of gas of the utility.
- (2) Additional Gas Cost Expenses include:
- (a) The Carrying cost of working storage gas calculated by using the 13-month average balance in Account No. 164 and applying the pre-tax allowed return to calculate the monthly carrying cost on this investment. (Docket No. 01-057-14; Order dated August 14, 2002.)
- (b) Gas supply litigation costs. (Docket No. 95-057-21, Order dated October 10, 1995)
- (c) Cost incurred to improve price stability, including mark-to-market costs. (Docket Nos. 00-057-08 and 00-057-10, Order dated May 31, 2001)
- (3) Exclusions to Gas Costs considered for regulatory purposes in general rate case proceedings - 10% of the transportation capacity release credits that are recorded in Account 858. (Docket No. 97-057-03, Order dated February 21, 1997)
- (4) Other Revenues include the following FERC Accounts, less related ad valorem taxes, outside interests, royalties on oil and liquid sales, and other applicable costs.
- 483 Sales for resale - This account shall include the net billings for gas sold where it is not economical to transport the gas to the service area of the utility.
- 490 Sales of products extracted from natural gas - This account shall include revenues from sales of gasoline, butane, propane, and other products extracted from natural gas, net of allowances, adjustments, and discounts, including sales of similar products purchased for resale.
- 491 Revenues from natural gas processed by others - This account shall include revenues from royalties and permits, or other bases of settlement, for permission granted others to remove products from natural gas of the utility.
- 492 Incidental gasoline and oil sales - This account shall include revenues from natural gas gasoline produced direct from gas wells and revenues from oil obtained from wells which produce oil and gas associated with the Wexpro Agreement.
- 494 Interdepartmental rents (Wexpro oil sharing revenue) - This account shall include credits for rental charges made against other departments of the utility. In the case of property operated under a

definite arrangement to allocate actual costs among the departments using the property, any allowance to the gas department for interest or return and depreciation and taxes shall be credited to this account.

495 Other gas revenues - This account includes revenues derived from gas operations not includible in any of the foregoing accounts specifically:

495007 - Overriding royalties  
495018 - Income oil sharing from Wexpro

### **Gas Revenues**

Gas revenues are the sum of the commodity and SNG revenues received from the firm and interruptible sales rate classes, less the allowance for bad debt related to these revenues and includes the revenue received from the transportation imbalance charge, see Section 5.01.

- (1) Commodity Revenues = The sum of each schedule's commodity rate multiplied by the respective volumes less the allowance for bad debt related to these revenues.
- (2) SNG Revenues = The sum of each firm and interruptible sales schedule's SNG rate multiplied by the respective sales volumes less the allowance for bad debt related to these revenues and includes the sum of the transportation imbalance charge revenues collected from transportation customers.

### **COMMODITY COST RATE DETERMINATION**

No less frequently than semi-annually, the Company will file with the Commission an application for determination of the commodity cost rate. This commodity cost rate will be determined by (1) adding the projected test period gas costs from all supply sources (excluding interruptible gas supplies pursuant to § 4.01) less the supplier non-gas costs and other revenue credits, and (2) dividing by the projected test-period Utah sales.

### **SUPPLIER NON-GAS COST RATE DETERMINATION**

Supplier non-gas cost class allocation levels will be established in general rate cases and in other appropriate proceedings. Concurrently with the determination of costs (above), supplier non-gas costs will be adjusted by class (from those rate levels established in general rate cases) on a uniform percentage increase or decrease basis to reflect FERC-approved increases or decreases in the supplier non-gas cost related components of upstream pipeline suppliers' rates. The supplier non-gas cost adjustment will reflect the supplier non-gas revenue collected from the interruptible customers and 90% of the credit from released capacity collected from upstream interstate pipelines. The remaining 10% of capacity release credit will be recorded as DNG revenue.

### **AFFILIATE EXPENSE STANDARD**

Wexpro expenditures included in the Company's 191 Account are governed by the Wexpro Agreement. All other affiliate expenses, unless otherwise approved by the Commission or subject to regulation by another governmental agency, shall be either (1) cost of service based or (2) competitive with the market for similar services at the time the contract for the services was entered

into. The Company shall maintain adequate records of requests for proposals, bids, and agreements involving affiliate participation, including copies of date-stamped bids and other correspondence for regulatory audit and review. Nothing in this Tariff requires bidding for all procurements (e.g., spot purchases).

### **191 ACCOUNT ENTRIES**

The Company shall provide 60 days prior notice of (1) an inclusion of a new account or the first time inclusion of other new material items, (2) the first-time inclusion of material costs to be included in approved FERC accounts 759 and 813, and (3) any material change involving the exclusion of costs or revenues previously recorded within Account 191 for balancing account purposes. The notice may be by letter, application to the Commission, or in a pass-through filing made 60 days prior to the requested effective date. All such entries are provisional and subject to Commission approval, prior to their inclusion in any rate change made through the 191 Account process.

### **AUDIT PROCEDURES**

All items recorded in the 191 Account are subject to regulatory audit. Adjustments to the 191 Account may be proposed on a retroactive basis for items identified in such regulatory audits that are not in compliance with 191 Account standards and procedures, not in compliance with prior orders of the Commission, or imprudently incurred.

Proposed adjustments shall be designated no later than one year after the end of the fiscal year being audited, or for Wexpro-related adjustments, no later than one year after completion of the applicable third-party monitors' audits. Proposed adjustments may be adopted by the Company without Commission review. If a proposed adjustment is not adopted by the Company, the proponent of the adjustment may seek Commission resolution of the proposed adjustment.

### **CONSIDERATION DISCLOSURE**

The Company shall give regulatory notice of any consideration received by the Company or any affiliate not stated in any gas supply, transportation, gathering, or storage contract when the associated costs are included in a pass-through application.

### **SURCHARGE RATE DETERMINATION**

No less frequently than annually, the Company will file with the Commission an application for establishment of a surcharge rate (positive or negative) to amortize both the commodity cost balance and supplier non-gas cost balance portions of the unrecovered purchased gas costs in Account 191.1. The new surcharge rate to be included in the total current commodity cost rate will be determined by dividing the commodity balance of Account 191.1 as of December 31 (or other time determined by the Commission) by the test-period sales for Utah. The supplier non-gas balance as of December 31 (or other time determined by the Commission) will be amortized by a uniform percentage increase or decrease of the magnitude necessary to amortize the balance over one year, given the test-year sales by class.

**"TWO-WAY" CARRYING CHARGE**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, will be applied to the monthly balance in Account 191.1, as adjusted for the corresponding tax deferral balance in Account 283. The balance in Account 191.1 will be increased by the carrying charge during months when gas costs are under-collected and reduced when gas costs are over-collected.

Issued by Judd Cook, VP & General Manager	Advice No.	Section Revision No.	Effective Date
	<del>243-031</del>	1	<del>July</del> January 1, 202 <del>43</del>

**2.07 INFRASTRUCTURE RATE ADJUSTMENT TRACKER**

The Infrastructure Rate-Adjustment Tracker (Tracker) allows the Company to track costs that are directly associated with Replacement Infrastructure, defined below, through an incremental surcharge to the GS, FS, IS, TSS, TSM, TSL, MT, TBF and NGV rate schedules (Surcharge). The Surcharge is designed to track and collect costs of Replacement Infrastructure between general rate cases. The Company will file its next year’s annual plan and budget describing the estimated costs and schedule for the Replacement Infrastructure with the Commission no later than November 15 of each year. In June of each year the Company shall provide an updated master list of all HP pipelines and updated HP and IHP project schedules. The Company will file quarterly progress reports describing the Replacement Infrastructure program.

**REPLACEMENT INFRASTRUCTURE**

Replacement Infrastructure is identified as new high-pressure feeder lines, and intermediate high pressure lines that are replacing aging high-pressure feeder lines and intermediate high pressure lines approved by the Commission, and as required to ensure public safety and provide reliable service. Factors considered in replacing infrastructure include, but are not limited to:

- (1) Age and performance of existing pipeline (e.g. vintage steels, seams, welds and coatings).
- (2) Reconditioned pipe (i.e. refurbished and reinstalled pipe).
- (3) Operating and maintenance history.
- (4) Pipeline safety compliance.
- (5) High Consequence Area or high population.

**CALCULATION OF TOTAL SURCHARGE**

The following components are included in the calculation of the Surcharge:

Replacement Infrastructure	\$X,XXX,XXX
Less: Accumulated Depreciation	XXX,XXX
Accumulated Deferred Income Tax	XXX,XXX
Net Replacement Infrastructure	\$X,XXX,XXX
Current Commission-Allowed Pre-Tax Rate of Return	8.46%
Allowed Pre-Tax Return	\$X,XXX,XXX
Plus: Net Depreciation Expense	XXX,XXX
Net Taxes Other Than Income	XXX,XXX
Total Surcharge	\$X,XXX,XXX

**ASSIGNMENT TO CLASSES**

The Surcharge will be assigned to each rate class based on the Commission-approved total pro rata share of the DNG Tariff revenue ordered in the most recent general rate case. The Surcharge assigned to each class will be collected based on a percentage change to the demand charge, if applicable, and each block of volumetric rates of the respective rate schedules.

**ADJUSTMENT OF SURCHARGE**

The Company may file semi-annually, but will file at least annually, an application to adjust the Surcharge. The Replacement Infrastructure must be in service when the application is filed. All items included in the Tracker are subject to regulatory audit consistent with the audit procedures in the “Gas Balancing Account,” Tariff § 2.06. At the time of the Company’s next general rate case all prudently incurred investment and costs associated with the Surcharge will be included in base rates.

Issued by Judd Cook, VP & General Manager	Advice No.	Section Revision No.	Effective Date
	243-031	1	<del>July</del> January 1, 2024

**2.08 CONSERVATION ENABLING TARIFF (CET)**

The CET is a mechanism designed to ensure that the Company only collects from GS customers the Commission-authorized revenue per customer. The CET applies only to the GS rate schedule.

**DEFERRED ACCOUNT ACCRUAL**

The Company shall record monthly over- or under-recoveries of authorized GS DNG revenue in the CET Deferred Account (Account 191.9). The Company may not accrue more than 5% of Base DNG revenue each calendar year ending October. The allowed revenue for a given month is equal to the allowed DNG revenue per customer for that month times the actual number of customers. The monthly accrual (positive or negative) is determined by calculating the difference between the actual billed GS DNG revenue and the allowed revenue for that month.

The allowed GS DNG Revenue per Customer per Month is as follows:

Jan = \$59.55	Apr = \$25.97	Jul = \$12.50	Oct = \$22.01
Feb = \$51.16	May = \$18.43	Aug = \$12.40	Nov = \$39.01
Mar = \$41.83.	Jun = \$13.49	Sep = \$13.28	Dec = \$54.86

The formula for calculating the accrual each month can be shown as follows:

$$\begin{aligned} \text{Allowed Revenue (for each month)} &= \text{Actual GS Customers} \times \text{Allowed Revenue per Customer for that month} \\ \text{Monthly Accrual} &= \text{Allowed Revenue} - \text{Actual GS Revenue} \end{aligned}$$

**AMORTIZATION OF ACCRUAL**

At least annually, the Company will file with the Commission an application to amortize the balance (positive or negative) in Account 191.9. The balance will be amortized by a uniform percentage increase or decrease to the GS DNG block rates of the magnitude necessary to amortize the balance over one year. The Company may not amortize CET accruals amounting on a net basis to more than 2.5% of total Utah jurisdictional Base DNG GS revenues based on the most recent 12-month period at the time of the amortization.

**“TWO-WAY” CARRYING CHARGE**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, shall be applied monthly to the CET Deferred Account balance, as adjusted for the corresponding tax deferral balance in Account 283. The CET Deferred Account will be increased by the carrying charge during months when the balance in the account represents revenue that is under-collected and reduced when over-collected.

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	243-031	1	JulyJanuary 1, 20243



## **2.09 THERMWISE® ENERGY EFFICIENCY**

### **ENERGY EFFICIENCY PROGRAMS**

Since 2007 the Company has designed and implemented cost effective Demand-Side Management (DSM) programs that encourage residential and commercial customers receiving service on the GS rate schedule to purchase and install energy-efficiency products and appliances. The programs currently offered by the Company are detailed in the following Sections:

- § 2.10 ThermWise® Appliance Rebates
- § 2.11 ThermWise® Builder Rebates
- § 2.12 ThermWise® Business Rebates
- § 2.13 ThermWise® Home Energy Plan
- § 2.14 ThermWise® Weatherization Rebates
- § 2.15 Low-Income Efficiency Program
- § 2.16 ThermWise® Authorized Contractors
- § 2.17 ThermWise® Energy Comparison Report

Qualifying appliances and/or measures will be eligible for rebates under only one of the above-listed programs. Program participants will be required to provide appropriate documentation as determined by the Company or its program administrator to ensure program eligibility requirements are satisfied.

Rebate offer availability, rebate amounts and qualifying equipment or services may be changed by the Company to reflect changing codes and standards, measure costs, quality assurance data, or to enhance program cost effectiveness.

Rebates and qualifications for program measures may change with a minimum 45 days' notice, which will be prominently displayed on the program website and will be communicated as "Subject to change with 45 days' notice" language and will be included on all web pages containing rebate offers.

### **DEFERRED ACCOUNT ACCRUAL**

The Company shall record all energy efficiency-related expenses in the DSM Deferred Account (Account 182.4).

### **AMORTIZATION OF ACCRUAL**

At least annually, the Company will file with the Commission an application to amortize the balance in Account 182.4. The balance will be amortized by a uniform increase or decrease to the GS DNG block rates of the magnitude necessary to amortize the balance over one year.

### **CARRYING CHARGE**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, shall be applied monthly to the DSM Deferred Account balance, as adjusted for the corresponding tax deferral balance in Account 283. The DSM Deferred Account will be increased by the carrying charge.

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	243-036	12	July <del>January</del> 1, 2024

**2.10 THERMWISE® APPLIANCE REBATES**

**PROGRAM DESCRIPTION**

Through the ThermWise Appliance Rebates program, the Company offers a rebate to residential customers receiving service on a GS rate schedule.

Except as otherwise provided in § 2.15, a rebate under the ThermWise Appliance Rebates program is paid directly to a customer for purchasing and installing a qualifying measure at a qualifying residence. Qualifying single family residences are defined as having 3 or fewer units and multi-family as having four or more units. Qualifying measures are listed below in the ThermWise Appliance Rebates Table. This includes the replacement of existing appliances as well as first-time installations.

Except as otherwise noted in the ThermWise Appliance Rebates Table, a customer may receive rebates for up to two of each type of measure purchased and installed per dwelling unit. For example, a rebate will be paid for up to two high-efficiency furnaces and two high-efficiency water heaters, etc., purchased and installed per dwelling unit.

**QUALIFICATION REQUIREMENTS AND REBATE AMOUNTS**

To receive a rebate, customers must submit a completed application form and required supporting documentation within 6 months of the purchase of the qualifying measure. The following requirements and rebates to customers are applicable for the ThermWise Appliance Rebates program measures.

<b>Appliance Rebates Efficiency Measure</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
Natural Gas Furnace – 95% AFUE	AFUE ≥ 95 < 97.5	\$300.00
Natural Gas Furnace – 98% AFUE	AFUE ≥ 97.5	\$350.00
Dual-Fuel Heating System – Tier 1	Specific equipment requirements are available at <a href="http://thermwise.com/equipment-specs/dual-fuel">thermwise.com/equipment-specs/dual-fuel</a> .	Up to \$1,000 single family
		Up to \$500.00 multifamily
Dual-Fuel Heating System – Tier 2	Specific equipment requirements are available at <a href="http://thermwise.com/equipment-specs/dual-fuel">thermwise.com/equipment-specs/dual-fuel</a> .	Up to \$1,200 single family
		Up to \$600.00 multifamily
High-Efficiency Gas Storage Water Heater	ENERGY STAR® Certified	\$100.00
Tankless Gas Water Heater	ENERGY STAR® Certified	\$300.00
High-Efficiency Condensing Gas Storage Water Heater	Condensing ENERGY STAR® Certified	\$350.00

<b>Appliance Rebates Efficiency Measure</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
High-Efficiency Hybrid Gas Water Heater	TE ≥ 0.90 or EF .90 or higher	\$350.00
Residential Gas Boiler – Tier 1	AFUE > 85% < 95%	\$400.00
Residential Gas Boiler – Tier 2	AFUE ≥ 95%	\$600.00
Solar Assisted Domestic Water Heating	Active system certified OG- 300 by SRCC	\$750.00
Solar Assisted Pool Water Heating	Active system certified OG-100 by SRCC	\$750.00
Direct-Vent Gas Fireplace	FE ≥ 70%, with an electronic pilot ignition	\$200.00
Smart Thermostat – Tier 1	ENERGY STAR® Certified Must be equipped with qualifying geofencing technology Participation is limited to 2 rebates per premises	\$50.00
Smart Thermostat – Tier 2	A list of manufacturers and rebate qualifying model numbers can be found at <a href="http://www.ThermWise.com">www.ThermWise.com</a> . Must be equipped with qualifying occupancy sensor technology. Participation is limited to 2 rebates per premises.	\$75.00
Residential Boiler Reset Control	Install after-market boiler reset control. Control must automatically adjust supply temperature based on outside air temperature.	\$100.00
Combined Space and Water Heater	Must be considered one unit by manufacturer and must have an AFUE of ≥ 95%	\$750.00
Smart Water Heater Controller	A list of manufacturers and rebate qualifying model numbers can be found at <a href="http://www.ThermWise.com">www.ThermWise.com</a> . Participation is limited to 2 rebates per premise.	\$50.00
Energy Recovery Ventilation	Gas space heating is required.	\$300.00 single family

Appliance Rebates Efficiency Measure	Minimum Efficiency Of New Equipment	Rebate Amount
	Must include a central system with internal fan system and separation of indoor and outdoor airflows. Must not be required by code.	\$150.00 multifamily

Definitions:			
AFUE	Annual Fuel Utilization Efficiency	SEER	Seasonal Energy Efficiency Ratio
EER	Energy Efficiency Ratio	SRCC	Solar Rating and Certification Corp.
EF	Energy Factor	TE	Thermal Efficiency
FE	Fireplace Efficiency		
HSPF	Heating Seasonable Performance Factor		
HVAC	Heating Ventilation and Air Conditioning		

**REBATE LIMITATIONS**

Customers receiving rebates for qualifying equipment through the Appliance Rebate Program may not receive rebates for the same equipment through any other ThermWise Program. In order to qualify for a rebate, equipment must be purchased new, not used or leased.

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	243-036	12	July <del>January</del> 1, 2024

**2.11 THERMWISE® BUILDER REBATES**

**PROGRAM DESCRIPTION**

Residential homebuilders and owner-builders (Builder) can receive rebates for implementing qualifying measures as shown below in the Builder Rebates Table, in newly constructed single and multi-family residences that are receiving or will receive service on the GS rate schedule. A Builder will receive a rebate for up to two of each type of appliance or measure (excluding energy efficiency whole house measures) purchased and installed per dwelling unit. See example under Rebate Limitation section.

A Builder will receive a rebate for a dwelling unit that qualifies for an energy-efficient Whole-House certification, based upon the rebate tiers described below. A builder may receive additional rebates for additional measures, including mandatory measures, as more specifically described below.

Rebates under the ThermWise Builder Rebates program will be paid directly to a Builder as indicated on the application for implementing the qualifying energy-efficiency measures. Qualifying appliances and measures are listed in the Builder Rebates Table.

**MULTIFAMILY**

Builders can receive a rebate check for building multifamily residences which meet program requirements. The requirements for multifamily projects are the same as those for single family projects.

**MEASURES, QUALIFICATION REQUIREMENTS AND REBATE AMOUNTS**

To receive a rebate, Builders must submit a completed application form and all required supporting documentation within 6 months of the initiation of gas service. The ThermWise Builder Rebates Table provides applicable measures, qualifications and rebate amounts.

<b>THERMWISE BUILDER REBATES TABLE</b>			
<b>Builder Rebates Efficiency Measure</b>	<b>Minimum Efficiency Qualification</b>	<b>Single Family Rebate Amount</b>	<b>Multifamily Rebate Amount</b>
Pay for Performance	Builders must show natural gas savings achieved by comparing usage of the subject home against a software-designed UDRH. Specific software and UDRH requirements are available at ThermWise.com. Participant homes must have natural gas service.	\$3 per saved therm (\$30 per Dth) with a maximum rebate of \$1,400 per residence + \$200 if a qualifying dual-fuel heating system is installed	\$4 per saved therm (\$30 per Dth) with a maximum rebate of \$800 per residence + \$200 if a qualifying dual-fuel heating system is installed

<b>THERMWISE BUILDER REBATES TABLE</b>			
<b>Builder Rebates Efficiency Measure</b>	<b>Minimum Efficiency Qualification</b>	<b>Single Family Rebate Amount</b>	<b>Multifamily Rebate Amount</b>
ENERGY STAR® 3.0 Bonus	Home must participate in Pay for Performance measure, have certification by a HERS Rater, and be certified to ENERGY STAR® standards.	\$50.00	\$25.00
DOE Zero Energy Ready Bonus	Home must participate in Pay for Performance and Energy Star 3.0 Bonus measures to be eligible for this rebate. Home must also receive DOE Zero Energy Ready certification.	\$50.00	\$25.00
2015 IECC 2 x 6 or Equivalent Exterior Wall	R-23 or IECC 2015 code equivalent	\$150.00	N/A
High-Efficiency Gas Water Heater	ENERGY STAR® Certified Minimum 40 gallon capacity	\$100.00	\$100.00
High-Efficiency Condensing Gas Storage Water Heater	Condensing ENERGY STAR® Certified	\$350.00	\$350.00
High-Efficiency Hybrid Gas Water Heater	TE ≥ 90% or EF .90 or higher	\$350.00	\$350.00
Tankless Gas Water Heater	ENERGY STAR® Certified	\$300.00	\$300.00
Natural Gas Furnace – 95% AFUE	AFUE ≥ 95% < 97.5%	\$300.00	\$300.00
Natural Gas Furnace – 98% AFUE	AFUE ≥ 97.5%	\$350.00	\$350.00
Dual-Fuel Heating System – Tier 1	Specific equipment requirements are available at <a href="http://thermwise.com/equipment-specs/dual-fuel">thermwise.com/equipment-specs/dual-fuel</a> .	Up to \$1,000	Up to \$500.00
Dual-Fuel Heating System – Tier 2	Specific equipment requirements are available at <a href="http://thermwise.com/equipment-specs/dual-fuel">thermwise.com/equipment-specs/dual-fuel</a> .	Up to \$1,200.00	Up to \$600.00
Residential Gas Boiler – Tier 1	AFUE ≥ 85% < 95%	\$400.00	\$400.00
Residential Gas Boiler – Tier 2	AFUE ≥ 95%	\$600.00	\$600.00
Solar Assisted Domestic Water Heating	Active system certified OG-300 by SRCC	\$750.00	\$750.00
Solar Assisted Pool Water Heating	Active system certified OG-100 by SRCC	\$750.00	\$750.00

<b>THERMWISE BUILDER REBATES TABLE</b>			
<b>Builder Rebates Efficiency Measure</b>	<b>Minimum Efficiency Qualification</b>	<b>Single Family Rebate Amount</b>	<b>Multifamily Rebate Amount</b>
R-5 Windows	U-value $\leq$ 0.22	\$2.50/sq.ft.	\$2.50/sq.ft.
Smart Thermostat – Tier 1	ENERGY STAR® Certified Must be equipped with qualifying geofencing technology. Participation is limited to 2 rebates per premises.	\$50.00	\$50.00
Smart Thermostat – Tier 2	A list of manufacturers and rebate qualifying model numbers can be found at <a href="http://www.ThermWise.com">www.ThermWise.com</a> . Must be equipped with qualifying occupancy sensor technology. Participation is limited to 2 rebates per premises.	\$75.00	\$75.00
ENERGY STAR® Multifamily High Rise	Must meet most recently adopted version of ENERGY STAR® Multifamily High Rise specification,- have a natural gas water heater, and have a rebate-qualifying space heater.	N/A	\$25.00 per unit
Combined Space and Water Heater	Must be considered one unit by manufacturer and must have an AFUE of $\geq$ 95%.	\$750.00	\$750.00
Smart Water Heater Controller	A list of manufacturers and rebate qualifying model numbers can be found at <a href="http://www.ThermWise.com">www.ThermWise.com</a> . Participation is limited to 2 rebates per premises.	\$50.00	\$50.00
Energy Recovery Ventilation	Gas space heating is required Must include a central system with internal fan system and separation of indoor and outdoor airflows Must not be required by code.	\$300.00	\$150.00
Continuous Exterior Rigid Insulation	$\geq$ R-5 continuous insulation. Gas space heating is required. Must not be required by code. Installation must not interfere with ventilation requirement outlined in applicable International Mechanical Code.	\$200.00	\$150.00

Definitions:	
AFUE	Annual Fuel Utilization Efficiency
EER	Energy Efficiency Ratio
EF	Energy Factor
HERS	Home Energy Rating System
HSPF	Heating Seasonal Performance Factor
HVAC	Heating Ventilation and Air Conditioning
ICEE	International Energy Conservation Code
SEER	Seasonal Energy Efficiency Ratio
SRCC	Solar Rating and Certification Corporation
TE	Thermal Efficiency
UDRH	User Defined Reference Home

**REBATE LIMITATIONS**

Except as otherwise noted in the ThermWise Builder Rebates Table, Builders are eligible to receive rebates for a maximum of two (2) qualifying measures per measure type in each newly constructed dwelling unit. Mandatory space and water heating requirements exist in each Whole Home measure. Whole Home measures are limited to one rebate per qualifying newly constructed dwelling unit. Builders receiving rebates for qualifying equipment through the Builder Rebate Program may not receive rebates for the same equipment through any other ThermWise Program. In order to qualify for a rebate, equipment must be purchased new, not used or leased.

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	243-036	12	JulyJanuary 1, 2024



**2.12 THERMWISE® BUSINESS REBATES**

**PROGRAM DESCRIPTION**

Through the ThermWise Business Rebates program, the Company offers prescriptive and custom rebates to a separately metered business unit receiving service on a GS rate schedule.

Prescriptive rebates are paid directly to a customer for purchasing and installing a qualifying measure at the qualifying business unit. Qualifying measures are listed below in the ThermWise Business Rebates Table. Qualifying measures include those that target cost-effective natural gas savings including retrofits of existing systems as well as first-time installations.

Custom rebates are paid directly to participants that provide submittals for a firm quantity of natural gas reduction through the installation of energy-efficient measures in return for a fixed price per dekatherm rebate up to a cap equal to a percentage of the eligible incurred project cost. Eligible projects must be installed at separately metered commercial GS customer facilities.

**COMMERCIAL ENERGY PLAN**

Commercial GS customers are eligible to receive a commercial energy plan through an application process administered by the Company. The Company will in its sole discretion determine which customers are eligible for a commercial energy plan, based upon the Company’s evaluation of qualifying factors including funding availability, the customer’s ability to complete identified energy efficiency measures, potential energy efficiency opportunities at the customer’s site, and technical feasibility of each measure. The Company may limit the funding amount for each project at its sole discretion.

**PRESCRIPTIVE REBATE QUALIFICATION REQUIREMENTS AND AMOUNTS**

To receive a prescriptive rebate, customers must submit a completed application form and all required supporting documentation. The following requirements are applicable to the ThermWise Business Rebates Program’s prescriptive measures.

<b>THERMWISE BUSINESS REBATES TABLE<sup>1,2</sup></b>			
<b>Business Rebates Efficiency Measure</b>	<b>Size Category Of New Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
High-Efficiency Storage Gas Water Heater	≤ 75,000 Btu/Hr Input	ENERGY STAR® Certified	\$100.00
	> 75,000 Btu/Hr Input	TE ≥ 82%	\$2.00 per kBtu/Hr Input
High-Efficiency Clothes Washer	Commercial High-Efficiency Clothes Washer (Coin-operated or Laundromat)	ENERGY STAR® Certified	\$75.00
High-Efficiency Tankless Gas Water Heater	< 200,000 Btu/Hr Input	ENERGY STAR® Certified	\$2.00 per kBtu/Hr Input

<b>THERMWISE BUSINESS REBATES TABLE<sup>1,2</sup></b>			
<b>Business Rebates Efficiency Measure</b>	<b>Size Category Of New Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
	≥ 200,000 Btu/Hr Input	TE ≥ 82%	\$2.00 per kBtu/Hr Input
	≥ 200,000 Btu/Hr Input	TE ≥ 90%	\$3.00 per kBtu/Hr Input
High-Efficiency Pre-Rinse Spray Valve	N/A	1.28 GPM (retrofit only)	\$32.00 Direct Install
Smart Thermostat	N/A	A list of measure requirements can be found at <a href="http://www.ThermWise.com">www.ThermWise.com</a> .	\$0.07/sq. ft. up to 50% of the Thermostat cost. Max \$100.00 per unit.
Natural Gas Furnace – 95% AFUE	N/A	AFUE ≥ 95% < 97.5%	\$300.00
Natural Gas Furnace – 98% AFUE	N/A	AFUE ≥ 97.5%	\$350.00
Dual-Fuel Heating System – Tier 1	N/A	Specific equipment requirements are available at <a href="http://thermwise.com/equipment-specs/dual-fuel">thermwise.com/equipment-specs/dual-fuel</a> .	Up to \$1,000.00
Dual-Fuel Heating System – Tier 2	N/A	Specific equipment requirements are available at <a href="http://thermwise.com/equipment-specs/dual-fuel">thermwise.com/equipment-specs/dual-fuel</a> .	Up to \$1,200.00
Gas Boilers (hot water)	< 300,000 Btu/Hr Input	AFUE ≥ 85%	\$2.00 per kBtu/Hr Input
	≥ 300,000 < 2.5 million Btu/Hr Input	TE ≥ 90%	\$3.25 per kBtu/Hr Input
	≥ 300,000 < 2.5 million Btu/Hr Input	TE ≥ 95%	\$3.50 per kBtu/Hr Input
Gas Boilers (hot water)	≥ 2.5 million Btu/Hr Input	TE ≥ 90%	\$3.25 per KBtu/Hr Input
	≥ 2.5 million Btu/Hr Input	TE ≥ 95%	\$3.50 per KBtu/Hr Input
Gas Boilers (steam)	< 300,000 Btu/Hr Input	AFUE ≥ 85%	\$2.00 per kBtu/Hr Input
Gas Boilers (steam) (Except Natural Draft)	≥ 300,000 Btu/Hr Input	TE ≥ 82%	\$2.00 per kBtu/Hr Input

<b>THERMWISE BUSINESS REBATES TABLE<sup>1,2</sup></b>			
<b>Business Rebates Efficiency Measure</b>	<b>Size Category Of New Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
Gas Boilers (Steam) (Natural Draft)	≥ 300,000 Btu/Hr Input	TE ≥ 80%	\$2.00 per kBtu/Hr Input
Direct Contact Gas Water Heater	N/A	TE > 90%	\$1.10 per kBtu /Hr Input
High-Efficiency Gas Unit Heater	Non-condensing	TE ≥ 83% - < 90%	\$1.25 per kBtu/Hr Input
	Condensing	TE ≥ 90%	\$6.00 per kBtu/Hr Input
Infrared Gas Heating System	N/A	Infrared Heating System (limited to replacing existing natural gas non-infrared heating systems or be installed as part of new construction project)	\$5.00 per kBtu/Hr Input
Modulating Infrared Heaters	N/A	Infrared Heating System (limited to replacing existing natural gas non-infrared heating systems or be installed as part of a new construction)	\$7.50 per kBtu/Hr Input
Modulating Infrared Heaters	N/A	Replacing existing infrared heating system	\$2.00 per kBtu/Hr Input
Condensing Indirect-Fired RTU (Rooftop unit)	≥ 50,000 Btu/Hr	TE ≥ 90% or EF .90 or higher	\$5.00 per kBtu/Hr Input
Gas Boiler Outside Air Reset Control	N/A	Gas Boiler Outside Air Reset Control	\$250.00
Advanced Rooftop Controls	≥ 3 Tons and ≤ 10 Tons	Code required installations are not eligible. Installations must include demand control ventilation (DCV) and remote connection enabled equipment. Contractor must verify equipment is scheduled per facility occupancy schedule. Rebate cannot be paired with DCV and commercial smart thermostat incentive.	\$500.00
	≥ 10 Tons and ≤ 15 Tons		\$650.00
	>15 Tons		\$800.00
Gas Commercial Fryer	N/A	Energy Star Qualified	\$500.00 per vat

<b>THERMWISE BUSINESS REBATES TABLE<sup>1,2</sup></b>			
<b>Business Rebates Efficiency Measure</b>	<b>Size Category Of New Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
Gas Steam Cooker	N/A	Energy Star Qualified	\$1,000.00 per unit
Gas Boiler Tune-up-Tier 1 <sup>3</sup>	N/A	Perform a qualifying tune-up that complies with the boiler tune-up program requirements worksheet (available at ThermWise.com).	Up to \$100.00
Gas Boiler Tune-up-Tier 2 <sup>3</sup>	$\geq 300$ kBtu < 1,500 kBtu	Perform a qualifying tune-up that complies with the boiler tune-up program requirements worksheet (available at ThermWise.com) and yields an improvement in combustion efficiency.	Up to \$200.00 per unit
Gas Boiler Tune-up-Tier 3 <sup>3</sup>	$\geq 1,500$ kBtu		Up to \$300.00 per unit
High-Efficiency Gas Convection Oven	N/A	Energy Star Qualified	\$500.00 per cavity
High-Efficiency Gas Combination Oven	N/A	Energy Star Qualified	\$1,000.00 per unit
High-Efficiency Gas Griddle	N/A	Energy Star Qualified	\$300.00 per unit
Building Shell (Retrofit) – Roof Insulation	N/A	Minimum increment of R-10 <sup>4</sup>	\$0.08/sq.ft.
Building Shell (Retrofit) – Wall Insulation	N/A	Minimum increment of R-10 <sup>4</sup>	\$0.12/sq.ft.
High-Efficiency Condensing Gas Storage Water Heater	$\leq 75,000$ Btu/Hr Input	Condensing ENERGY STAR <sup>®</sup> Certified	\$350.00
Hybrid Gas Storage Water Heater	$\geq 75,000$ Btu/Hr Input	TE $\geq 90\%$	\$350.00
Combined Space/Water Heat	N/A	$\geq 90\%$ AFUE, must be considered one unit by manufacturer	\$450.00
High Efficiency Charbroiler	N/A	Infrared only	\$1,000.00
Conveyor Oven	Conveyor width $\geq 25$ inches	Cooking efficiency $\geq 42\%$ using ASTM standard F1817. Must have an idle energy consumption rate $\leq 57,000$ Btu/Hr	\$1,000.00

<b>THERMWISE BUSINESS REBATES TABLE<sup>1,2</sup></b>			
<b>Business Rebates Efficiency Measure</b>	<b>Size Category Of New Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
Modulating Gas Dryer	N/A	Controller must modulate burner	\$75.00
Gas Dryer Moisture Sensor	N/A	Existing dryer must not contain a moisture sensor	\$25.00
Solar Assisted Pool Water Heating	Pool area must be less than 5,000 square feet	Active system certified OG-100 by SRCC	\$750.00
Demand Control Ventilation System (DCV) Tier 1	N/A	A list of system requirements can be found at <a href="http://www.Thermwise.com">www.Thermwise.com</a> .	\$400.00
Demand Control Ventilation System (DCV) Tier 2	N/A	A list of system requirements can be found at <a href="http://www.Thermwise.com">www.Thermwise.com</a> .	\$0.05 per AHU/RTU/MAU design supply CFM up to 50% of DCV controls and sensor cost
Pipe Insulation (Hot Water)	N/A	A list of system requirements can be found at <a href="http://www.Thermwise.com">www.Thermwise.com</a> .	\$1.50/sq. ft.
Pipe Insulation (Steam)	N/A	A list of system requirements can be found at <a href="http://www.Thermwise.com">www.Thermwise.com</a> .	\$4.00/sq. ft.
Direct-Fired Heaters	N/A	100% Outdoor air or recirculating units with a TE $\geq$ 92%. Make-up air units serving strictly process loads are not eligible (Kitchen, paint booth, Etc.). Exceptions: MAUs eligible if replacing non-condensing, indirect fired equipment.	\$6.00 per kBtu/Hr Input
Energy Recovery Ventilator	N/A	Not required by code	\$100.00 per million cubic ft. of air per week
Charbroiler (used)	N/A	Used, Infrared Only	\$500.00 per unit
Combination Oven (used)	N/A	Used, ENERGY STAR <sup>®</sup> Qualified	\$500.00 per unit

<b>THERMWISE BUSINESS REBATES TABLE<sup>1,2</sup></b>			
<b>Business Rebates Efficiency Measure</b>	<b>Size Category Of New Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Rebate Amount</b>
Commercial Fryer (used)	N/A	Used, ENERGY STAR <sup>®</sup> Qualified	\$250.00 per vat
Convection Oven (used)	N/A	Used, ENERGY STAR <sup>®</sup> Qualified	\$250.00 per cavity
Conveyor Oven (used)	N/A	Used, ENERGY STAR <sup>®</sup> Qualified	\$500.00 per unit
Steam Cooker (used)	N/A	Used, ENERGY STAR <sup>®</sup> Qualified	\$500.00 per unit
Griddle (used)	N/A	Used, ENERGY STAR <sup>®</sup> Qualified	\$150.00 per unit
Green Certified New Buildings	N/A	Facility must be constructed within past 12 months. Facility must be heated using natural gas. Green certification must be provided (ENERGY STAR <sup>®</sup> , LEED, Green Globe, NZEB).	\$0.05/per sq. ft. not to exceed \$15,000
Boiler O2 Trim Controls	N/A	O2 controls must be capable of reducing excess air by <10%. Can be installed on new or existing natural gas fired boilers. Must not be required by code.	\$0.20/kBtu input
Boiler Linkageless Controls	N/A	Must replace existing mechanically linked combustion air and fuel valve mechanisms with digital linkageless control. Only natural gas fired boilers. Must not be required by code.	\$0.50 kBtu input
High-Performance New Construction	N/A	New construction project participating in utility sponsored energy modeling as defined on <a href="http://www.ThermWise.com">www.ThermWise.com</a>	\$5.00 per modeled dekatherm saved
VRF with Natural Gas DOAS	N/A	ENERGY STAR <sup>®</sup> compliant heat pump / must include natural gas DOAS	\$150 per ton

Definitions: AFUE Annual Fuel Utilization Efficiency  
 ASTM American Society for Testing and Materials

BTU/Hr	British Thermal Units per Hour capacity
CEE	Consortium for Energy Efficiency
DOAS	Dedicated Outdoor Air System
EER	Energy Efficiency Ratio
EF	Energy Factor
HSPF	Heating Seasonal Performance Factor
kBTU/Hr	Thousands of British Thermal Units per Hour capacity
MEF	Modified Energy Factor
SEER	Seasonal Energy Efficiency Ratio
TE	Thermal Efficiency
VRF	Variable Refrigerant System
WF	Water Factor

<sup>1</sup> Measures which are required by code are not eligible for rebates through the Business Rebate Program. Customers receiving rebates for qualifying equipment through the Business Rebate Program may not receive rebates for the same equipment through any other ThermWise Program.

<sup>2</sup> In order to qualify for a rebate, equipment must be purchased new and may not be leased. Used equipment will also not qualify for a rebate, unless it is one of the food service items specifically listed in the ThermWise Business Rebates Table.

<sup>3</sup> Customers may receive one (1) boiler tune-up rebate annually per boiler.

<sup>4</sup> Rebates for retrofit installations of wall and roof installation apply only to the first increment of R-10 insulation added to the wall or floor. Additional increments of R-10 beyond the first are not eligible to receive a rebate.

## **CUSTOM REBATE QUALIFICATION REQUIREMENTS AND AMOUNTS**

To be eligible for custom rebates through the ThermWise Business Rebates program, customers must submit specific information for each project and conduct energy engineering and commissioning at their own cost. Commissioning is the systematic process of ensuring that a building's complex array of systems is designed, installed and tested to perform according to the design intent and the building owner's operational needs. The commissioning of buildings will be most effective when considered throughout the planning stages and as early as schematic design. This project information will be provided in two reports: the Pre-Installation Report and Post-Installation Report. Rebates will be paid directly to participating customers who meet the program requirements. Customers may find additional program requirements in the Business Custom Program Manual, which is available at [www.ThermWise.com](http://www.ThermWise.com).

## **STANDARD ANALYSIS MEASURE ELIGIBILITY**

Qualifying measures include those that target cost-effective natural gas savings including retrofits of existing systems, improvements to existing systems and first-time installations where the system's efficiency exceeds Utah Energy Code or standard industry practice. With the exception of measures qualifying for a Simplified Analysis, the program does not explicitly specify eligible measures to provide program participants maximum flexibility in identifying potential projects. Participants may propose the inclusion of any measure that:

- Produces a verifiable natural gas reduction;
- Is installed in either existing or new construction applications;
- Has a minimum useful life of 7 years;
- Meets at least minimum cost-effectiveness requirements for the utility cost test; and
- Qualifies for the Simplified Analysis.

Measures that are excluded from consideration in this program include those that:

- Rely solely on changes in customer behavior;
- Merely terminate existing processes, facilities, or operations;
- Involve fuel-switching;
- Are required by state or federal law, building or other codes, or are standard industry practice; or
- Receive a rebate through any other Energy Efficiency program offered by the Company.

**SIMPLIFIED ANALYSIS MEASURE ELIGIBILITY**

A defined list of qualifying measures will be eligible for rebates utilizing a Simplified Analysis. These measures include:

- Air to Air Heat Exchanges
- Boiler Controls
- Steam Traps
- Monitoring Based Commissioning (MBCx)

**SIMPLIFIED ANALYSIS**

Project-specific review procedures will be determined by the Program Administrator based on the measure submitted. Rather than completing the Pre-Installation Report in full, projects that qualify under the Simplified Analysis approach will instead need to submit a measure specific application, including identification of the project site and account information, including contact information and eligible Measure Costs. Eligible costs are based upon actual incremental expenses incurred by the customer in connection with the energy study, construction, installation, or implementation and commissioning of an eligible project. Costs may include equipment costs, engineering, consulting expenses, and labor costs. Expenses are subject to approval by the Program Administrator on a case-by-case review. For new construction facilities, eligible expenses are those that are additional and necessary to achieve energy efficiency levels that exceed standard industry practice. Measure specific parameters necessary to complete energy savings calculations are shown in the Simplified Analysis Table.

<b>SIMPLIFIED ANALYSIS TABLE</b>			
<b>Air to Air Heat Exchanger</b>	<b>Pipe Insulation</b>	<b>Boiler Controls</b>	<b>Steam Traps</b>
Discharge Air Temperature Setpoint (°F)	Nominal Pipe Size/Diameter (inches)	Boiler Size (kBtu/Hr)	Total quality of steam traps in system
Space Temperature Setpoint (°F)	Pipe Material (i.e. steel, iron)	Boiler Efficiency (%)	Quantity of steam traps being replaced
Space Type	Bare Pipe Surface Temperature (°F)	Building Type/Space Type	Steam Traps being replaced have been verified as failed (Yes/No)
Space Type Occupied Hours (hrs/yr)	Insulated Pipe Surface Temperature (°F)	Supply Water Temperature Setpoint (°F)	Time since last steam trap testing and maintenance (Years)



<b>SIMPLIFIED ANALYSIS TABLE</b>			
<b>Air to Air Heat Exchanger</b>	<b>Pipe Insulation</b>	<b>Boiler Controls</b>	<b>Steam Traps</b>
Heat Exchanger Effectiveness (%)	Insulated Area (sq.ft.)	Boiler High/Low Limits (°F)	Steam Trap orifice size (Diameter-Inches)
Heat Exchanger Location	Insulation Layers (Type, Thickness)	Historical Gas Consumption	Steam system operating pressure (PSI)
Supply Air Volume (cfm)	System Application (hot water, steam, hot oil)		Hours of operation for the system

Upon approval of the Simplified Analysis application, a site visit to verify the submitted values associated with the project and the Company will inform the customer of the approved rebate amount. The Company will pay a rebate when it verifies project completion and all requested information has been received from the customer.

**ELIGIBLE MEASURE COSTS**

Eligible measure costs are based upon the actual incremental expenses incurred by the customer in connection with the construction, installation or implementation, and commissioning of an eligible project. Costs may include equipment costs, engineering and consulting expenses, and internal labor costs. Expenses are subject to approval by the Company.

Customers shall provide cooperation and access as is reasonably required for the program administrator to make a determination of eligible costs. Acceptable documentation of eligible costs may include: invoices, work orders, cancelled checks and accounting system reports.

**BASELINES FOR SAVINGS AND INCREMENTAL COSTS**

Custom rebate measures are designed to encourage energy-efficiency improvements that go above and beyond the efficiency gains typically achieved in replacement or new construction projects. Consequently, savings and eligible measure costs will be based only on the difference between the efficiency and cost of the installed system and the baseline system. The baseline system is the current Utah Energy Code minimum efficiency standards, if such standards apply. In cases where standards do not exist, the baseline will be based upon standard industry practice as determined by the Company.

The Company may adjust baseline natural gas consumption and costs during the submittal review to reflect any of the following: energy codes, standard practice, changes in capacity, changes in production or facility use and equipment at the end of its useful life.

**CUSTOM REBATE LEVELS**

The Company will make a determination of custom measure rebate levels for the installation of measures. Pursuant to the Program Agreement the rebate level will be the lesser of:

- (a) \$10.00/dekatherm per first year annual dekatherm savings as determined solely by the Company;
- (b) 50% of the eligible project cost as determined by the Company; or

- (c) Qualifying MBCx customers will receive 50% of the cost, up to \$10,000, to pay for integrated monitoring software and hardware.

Savings Verification Opt-Out: If the customer chooses to not conduct the savings verification activities, the annual natural gas savings and the eligible measure costs will all be reduced by 20% and the rebate will be re-calculated using the provisions specified above. Measures for which the customer has “opted-out” of savings verification will not be eligible for additional rebates at a later date.

The customer is responsible for submitting the Pre-Installation Report and allowing time for the Company review prior to purchasing equipment. Subsequent to Company approval of a Pre-Installation Report, the customer shall be required to enter into a Program Agreement with the Company in order to be eligible for rebates. Projects that have been purchased or installed prior to Pre-Installation Approval may not be eligible for custom rebates under the ThermWise Business Rebates program.

**COMPANY ASSISTANCE**

The Company may provide technical support for the following as part of this program:

- Project application reviews and approvals – detailed engineering review of project applications for reasonableness and accuracy of customer-submitted gas savings calculations, methodology, and costing.
- Strategic Energy Management – service to engage business customers with a large portfolio of buildings and savings opportunities to offer detailed instruction on how to reduce their energy consumption and lower their utility bills at the portfolio level.
- Commercial facility benchmarking – service that includes utility data review, preliminary facility audit, and benchmark comparison of facility energy use relative to the national population of similar buildings.

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## **2.13 THERMWISE® HOME ENERGY PLAN**

### **PROGRAM DESCRIPTION**

The ThermWise Home Energy Plan program offers an energy-efficiency plan to residential customers receiving service on the GS rate schedule.

The ThermWise Home Energy Plan program includes home energy plan and energy-efficiency measures listed in Home Energy Plan Table.

### **HOME ENERGY PLAN**

The home energy plan includes two separate audit components: (1) a self-completed mail-in survey can be sent to the customer at no charge, or (2) a Company technician will conduct an in-home plan for a fee as described in the Home Energy Plan Table. In-home plans will include a blower door test to determine eligibility for air sealing measures. Customers that have previously received an in-home energy plan may request a second energy plan that includes only a blower door test to determine eligibility for air sealing measures. A participating customer will receive a customized report recommending home improvements that can be implemented to reduce natural gas usage.

During the in-home energy plan, the technician will offer certain energy-efficiency measures, identified in the Home Energy Plan Table, at no charge or with a rebate to the qualifying customer. A qualifying customer choosing to complete the energy plan process via the mail-in survey will be sent a packet containing appropriate energy-efficiency measures for the residence at no charge.

### **IN-HOME PLAN FEE**

The Company will bill a customer a \$25.00 fee per dwelling unit. This fee will be refunded to the customer upon implementation of any Company energy-efficiency rebate measures related to Company-sponsored rebate programs. The Company will waive the \$25 fee for lower-income senior citizens over the age of 65.

Customers who have previously received an in-home energy plan and request a second energy plan that includes only a blower door test will also be billed a \$25.00 fee per dwelling unit. This fee will be refunded to the customer upon implementation of air sealing measures that qualify for a rebate under § 2.14 of the Tariff.

### **QUALIFICATION REQUIREMENTS AND REBATE AMOUNTS**

Program efficiency measures that are offered to customers in conjunction with a Home Energy Plan are shown in the Home Energy Plan Table.

<b>THERMWISE HOME ENERGY PLAN TABLE</b>			
<b>Home Energy Plan Efficiency Measure</b>	<b>Qualification Requirement Of Old Equipment</b>	<b>Minimum Efficiency Of New Equipment</b>	<b>Charge To Customer</b>
Pipe Insulation <sup>1</sup>	Gas water heater, no pipe insulation	First 4 feet of hot water, first 2 feet of cold water	No Charge
Faucet Aerator <sup>1</sup>	Gas water heater, faucet of 2.75 GPM or more	Less than 2.0 GPM	No Charge
Low-Flow Shower Head <sup>1</sup>	Gas water heater, shower head of 3.0 GPM or more	Less than 2.5 GPM	No Charge
<sup>1</sup> Provided, if recommended.			

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**2.14 THERMWISE® WEATHERIZATION REBATES**

**PROGRAM DESCRIPTION**

The ThermWise Weatherization Rebate program targets residences receiving service on the GS rate schedule. A qualifying single-family residence is an existing structure that has up to four residential dwelling units. A qualifying multifamily residence is an existing dwelling having five or more residential dwelling units.

For qualifying multifamily residences, a pre-qualification inspection will be required.

The ThermWise Weatherization Rebates program will include weatherization-efficiency measures listed below in the Weatherization Rebates Table.

**WEATHERIZATION EFFICIENCY MEASURES**

A rebate for a qualifying weatherization efficiency measure will be offered as shown in the Weatherization Rebates Table. A customer will be required to have some measures installed by an Authorized Contractor in order to receive a rebate. See § 2.16 for a detailed description of the requirements, obligations and availability of the current list of Authorized Contractors.

**QUALIFICATION REQUIREMENTS AND REBATE AMOUNTS**

To receive a rebate, customers must submit a completed application form within 6 months of the installation date and all required supporting documentation. The following requirement and rebate amounts are applicable to the Weatherization Rebates efficiency measures. Rebates may be paid to a non-profit or governmental organization as more fully set forth in § 2.15, Low-Income Efficiency Program, or to an Authorized Contractor participating in the Company’s Weatherization Direct-Install Program.

The following requirements are applicable to the ThermWise Weatherization Rebates program.

<b>THERMWISE WEATHERIZATION REBATES TABLE</b>				
<b>Weatherization Rebates Efficiency Measure<sup>1</sup></b>	<b>Baseline</b>	<b>Minimum Efficiency of New Equipment</b>	<b>Authorized Contractor Installation Required<sup>2</sup></b>	<b>Rebate Amount</b>
R-5 Windows <sup>3 4</sup>	Existing home with gas heat	U-value ≤ 0.22	No	\$2.50/sq. ft.
Attic Insulation <sup>4 5</sup>	Existing home with gas heat	Tier 1 - Minimum increment of R-19 or higher with a post installation value of at least R-38 but not more than R-60.	Yes	Tier 1 \$0.25/sq.ft.

<b>THERMWISE WEATHERIZATION REBATES TABLE</b>				
<b>Weatherization Rebates Efficiency Measure<sup>1</sup></b>	<b>Baseline</b>	<b>Minimum Efficiency of New Equipment</b>	<b>Authorized Contractor Installation Required<sup>2</sup></b>	<b>Rebate Amount</b>
	Existing home with gas heat	Tier 2 – An additional increment of at least R-11 with at least R-38 but not to exceed R-60		Tier 2 \$0.07/sq.ft.
Wall Insulation <sup>4 6</sup>	Existing home with gas heat	Increment of R-11 or higher	Yes	\$0.30/sq.ft.
Floor Insulation <sup>4 6</sup>	Existing home with gas heat	Increment of R-19 or higher	Yes	\$0.20/sq.ft.
Duct Sealing and Insulation <sup>7</sup>	Existing home with gas heat that meets the program criteria	Must be done to <del>Dominion</del> Enbridge GasEnergy 2012 Duct Sealing & Insulation Specification posted on ThermWise.com	Yes	Single Family \$100 + \$5.25/ln. ft., not to exceed \$450.00
				Multifamily Structured \$100 + \$5.25/ln. ft. not to exceed \$250.00
Exterior Insulation	Existing home with gas heat	≥R-5 continuous insulation. Gas space heating is required. Must not be required by code. Installation must not interfere with ventilation requirement outlined in applicable International Mechanical Code	No	Single Family \$0.40/sq.ft. not to exceed \$800.00 per residence
				Multifamily \$0.40/sq.ft. not to exceed \$400.00 per residence
Air Sealing <sup>8</sup>	Existing single family home with gas heat, with Test-in	Must be done to <del>Dominion</del> Enbridge GasEnergy 2012 Air Sealing specifications posted on ThermWise.com	Yes	\$200.00 + \$0.12/sq.ft. conditioned floor area, not to exceed \$850.00
Pipe Insulation	Existing home with natural gas water heating	Available to homes participating in the ThermWise Direct-Install Weatherization Pilot Program	Yes	\$0.50 per linear foot

<sup>1</sup> These measures are available to existing dwelling units heated with natural gas. Multifamily dwelling units must have a pre-qualification inspection. Customers receiving rebates for qualifying measures through the Weatherization Rebate Program may not receive rebates for the same measures through any other ThermWise Program. Installations must comply with all local codes and ordinances.

<sup>2</sup> If yes, this measure must be installed by a ThermWise Authorized Contractor. Do it yourself installations are allowed for attic, floor and wall insulation.

<sup>3</sup> Including sliding glass patio doors, but excluding all other doors (storm doors, wood and/or metal doors with windows). Energy performance of window assemblies and glazing products must be rated in accordance with NFRC. Site built windows or glass only will not qualify for a rebate in the residential weatherization program.

<sup>4</sup> Eligible installations must be between a heated space and an unconditioned space or an area outside of the building envelope. An unconditioned space is defined as an area or room within a building that is not being heated or cooled, that has no fixed opening directly into an adjacent conditioned space, or which is outside of the building envelope.

<sup>5</sup> Attic insulation will be available in homes that have not had the measure rebated with the ThermWise program in previous years. This measure will be available on a one-time basis per measure per premises. An exception to this rule will be in the event that additional attic insulation is recommended by a ThermWise Energy Plan or Home Performance audit for a premises which was previously rebated for attic insulation. In the case of such a recommendation, the homeowner will be eligible to participate in the Tier 2 attic insulation measure without additional participation in the Tier 1 measure. Another exception to this rule will be in the event a new owner qualifies and has installed insulation qualifying for a Tier 2 attic insulation rebate.

<sup>6</sup> Floor and wall insulation may be eligible for multiple rebates when the work completed covers a portion of the dwelling not previously submitted for a rebate.

<sup>7</sup> Eligible rebates are available only for work completed per the duct sealing and duct insulation specifications posted on ThermWise.com and are only available to dwelling units with heating ducts in unconditioned space. Unconditioned space is defined as an area or room within a building that is not being heated or cooled, that has no fixed opening directly into an adjacent conditioned space, or which is outside of the building envelope.

<sup>8</sup> To be eligible for the Air Sealing measure a single-family dwelling must first be recommended by a ThermWise Energy Plan or Low-Income Efficiency Program audit. Air sealing will be available on a one-time basis per premises.

Definitions: U-Factor is the reciprocal of R-Value

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## 2.15 LOW-INCOME EFFICIENCY PROGRAM

### PROGRAM DESCRIPTION

The Low-Income Efficiency Program is available to improve the natural gas efficiency for dwelling units of low-income residential customers receiving service on a GS rate schedule. Each year, in semi-annual payments, the Company will contribute \$250,000 (an annual total of \$500,000) to the Utah Department of Workforce Services, Housing and Community Development Division (HCD) for low-income ~~DominionEnbridge GasEnergy Utah~~ customers. These funds are used by HCD to address only natural gas related issues. In addition to providing high-efficiency natural gas furnaces, when needed, the funds are used for correcting problems such as gas leaks, high carbon monoxide levels, inappropriate venting of natural gas appliances and adjustment of natural gas appliances. Customers apply for this assistance through the HCD.

An approved non-profit or governmental organization may apply for rebates under the ThermWise Appliance and Weatherization programs for qualifying measures listed in § 2.10 and § 2.14 of the Tariff. The qualifying measures must be installed with funding from other sources in order to be eligible for a rebate. Qualifying measures installed with funding from the Company's semi-annual payments to the HCD will not be eligible for ThermWise program rebates. The non-profit or governmental organization may file each month an electronic spreadsheet containing all of the information required to qualify each measure within 6 months of the measure installation date. ~~DominionEnbridge GasEnergy Utah~~ will pay approved rebates directly to the non-profit or governmental organization. The non-profit or governmental organization must comply with all of the other requirements of each measure to be eligible for rebates, except as noted below.

Currently the HCD contracts with seven (7) Low-Income Efficiency Program Agencies to perform low-income efficiency activities. Those agencies are: Bear River Association of Governments, Salt Lake Community Action Program, Housing Authority of Utah County, Six County Association of Governments, Five County Association of Governments, Uintah Basin Association of Governments, and Southeastern Utah Association of Local Governments, all of which qualify as approved non-profit or governmental organizations (HCD implementation agencies).

In order to be eligible for an air sealing rebate, dwelling must first be tested by a ThermWise Home Energy Plan or an audit performed by one of the HCD implementation agencies.

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	243-036	12	July <del>January</del> 1, 2024



## **2.16 AUTHORIZED CONTRACTORS**

### **MINIMUM CRITERIA**

For those programs in which authorized contractors must provide services or products in order for the services or products to be eligible for a ThermWise rebate, contractors who desire to provide such services or products must enter into a written Authorized Contractor Agreement with the Company. The Authorized Contractor Agreement will include at least the following requirements:

- (1) Authorized Contractors must be licensed and in good standing to do business in all states in which they conduct business, and they and their employees, representatives and subcontractors, must have all necessary professional accreditations, registrations, training and licenses to perform all activities and services offered by the contractor, that are or may be eligible for a rebate under any of the ThermWise Energy Efficiency Programs.
- (2) Authorized Contractors must perform all work in a fashion that meets or exceeds all applicable statutes, rules, regulations, ordinances, codes, accepted industry standards, applicable program manual requirements and minimum standards set forth by the Company. Authorized Contractors must warrant that any work they perform that is eligible for a rebate under any ThermWise program is adequate and sufficient for its intended purpose and complies with those requirements set forth above.
- (3) Authorized Contractors must hold a minimum of \$2 million in general liability insurance, as well as sufficient levels of workman's compensation liability insurance and automobile liability insurance to meet any obligations or liabilities it may incur in providing services or products that are eligible for rebates under any ThermWise program or in complying with the applicable Authorized Contractor Agreement.
- (4) Authorized Contractors must be truthful and accurate in all representations related to the ThermWise Rebate Programs' promotion and rebate opportunities. Authorized Contractors may not represent that any contractor is an affiliate or subcontractor of the Company, or that the Company endorses any contractor's services or products. Authorized Contractors must not use The Company's corporate name, logo, identity, or any alleged affiliation on any marketing materials (printed, electronic or any other medium) without the Company's prior written consent.
- (5) Authorized Contractors must agree to defend and indemnify the Company against any and all liabilities related to the performance of work that is or may qualify for rebates under any ThermWise Energy Efficiency Program, minimum criteria set forth in this Tariff provision, and/or any representation or action by the contractor that relates in any way to the Company, the Company's name, trademark, or any of the Company's ThermWise Energy Efficiency programs.
- (6) Authorized Contractors will cooperate with the Company in resolving any and all customer complaints from any of the contractor's customers relating to work that is the subject of any ThermWise rebate application. Authorized Contractors must employ commercially reasonable efforts to resolve all such customer complaints, whether made directly to the Company or not, to the complaining customer's satisfaction including, but not limited to remedying, repairing, or replacing the deficiencies at the contractor's own expense and within a time frame acceptable to the complaining customer.

- (7) In addition to maintaining all applicable licenses, as referenced above; Authorized Contractors offering attic, wall and/or floor insulation services eligible for a rebate under the ThermWise Weatherization Rebates Program must also maintain one or more licenses required by the state in which the contractor performs work. Information about currently acceptable licenses can be found on the ThermWise website.
- (8) In addition to maintaining all applicable licenses, as referenced above, Authorized Contractors offering air sealing duct sealing, and duct insulation services eligible for a rebate under the ThermWise Weatherization Rebates Program must also maintain one or more licenses required by the state in which the contractor performs work. Information about currently acceptable licenses can be found on the ThermWise website. Contractors must also submit certification they have obtained RESNET, BPI or other similar certification in order to perform work using required testing equipment and procedures.

**DENIAL OF STATUS OF AUTHORIZED CONTRACTOR**

Any Authorized Contractor who fails to comply with the minimum criteria set forth above, or who fails to comply with any term of the Authorized Contractor Agreement between the contractor and the Company, is subject to denial of Authorized Contractor status, and any work performed by a contractor not in good standing as an Authorized Contractor will be ineligible for rebates or other benefits under any ThermWise program that requires services or products to be provided by an Authorized Contractor. Removal from the Authorized Contractor program for failure to meet any minimum criteria or for breach of an Authorized Contractor Agreement is permanent and a contractor so removed will not be permitted to re-apply or to participate as an Authorized Contractor in the future. The Company also will not contract with a business entity seeking Authorized Contractor status which has a Contractor License “Qualifier” and “Classification” (as defined by the Utah Department of Professional Licensing in the Utah Construction Trades Licensing Act 58-55) in common with a previous Authorized Contractor whose status was terminated by the Company for cause.

**CURRENT LIST OF AUTHORIZED CONTRACTORS**

The Company maintains an up-to-date list of Authorized Contractors on ThermWise.com. A current list can be obtained by calling 1-888-324-3221 or by sending a request via e-mail to [AuthorizedContractors@ThermWise.com](mailto:AuthorizedContractors@ThermWise.com).

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## 2.17 THERMWISE® ENERGY COMPARISON REPORT

### PROGRAM DESCRIPTION

The ThermWise Energy Comparison Report allows customers to compare their natural gas usage with neighboring homes. The Comparison Report also encourages customers to employ natural gas saving measures and behaviors by providing customized tips which are shaped by a customer's past participation in any of the ThermWise programs.

### COMPARISON CHARACTERISTICS

Customers are compared to the one-hundred closest homes in the same weather zone based on square footage and year built. Additionally, the Company employs a comparison of homes based on a "similarity index" of customer baseload, peak to base usage, and weather sensitivity. The Company may adjust the similarity index as necessary.

### PARTICIPATION

All customers receiving service on a GS rate schedule are eligible to receive their Comparison Report. The Company will (1) push the report to customers with higher usage relative to the comparison characteristics as determined by the Company; (2) provide the report to those customers who opt-in to be included in the push reports; (3) make the report available to all customers who want to generate a copy of the report through their online account ~~at [www.dominionenergy.com](http://www.dominionenergy.com)~~.

Customers receiving the push report may opt-out by contacting the Company.

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**2.18 SUSTAINABLE TRANSPORTATION ENERGY PLAN, (STEP)**

**STEP ACCOUNT ACCRUAL**

The Company shall record all STEP related expenses in the STEP Account (Account 182.45).

**ASSIGNMENT TO CLASSES**

The STEP Surcharge will be assigned to each rate class based on the Commission-approved total pro-rata share of the DNG tariff revenue ordered in the most recent general rate case. The Surcharge assigned to each class will be collected based on a percentage change to the demand charge, if applicable, and each block of volumetric rates of the respective rate schedules.

**ADJUSTMENT OF SURCHARGE**

The Company will file an application to adjust the Surcharge as needed.

**CARRYING CHARGE**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, shall be applied monthly to the STEP Account balance, as adjusted for the corresponding tax deferral balance in Account 283. The STEP Account will be increased by the carrying charge.

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### 3. INTERRUPTIBLE SERVICE

#### INTERRUPTIBLE SALES SERVICE (IS) AND INTERRUPTIBLE TRANSPORTATION SERVICE

##### 3.01 SERVICE AVAILABILITY

The Company provides interruptible service to end-use customers qualifying under the classification provisions of each interruptible rate schedule listed in this Tariff. Customers on interruptible service rate schedules must also meet the requirements of § 9.02.

Service is available for interruptible customers only to the extent that in the Company's sole judgment the service can be provided. Interruptible Transportation Service customers must also have sufficient gas supplies available for their use. In the case of Interruptible Sales service (IS), the Company must also have sufficient gas supplies to provide this service without impairing its ability to serve firm sales service customers. Interruptible service is subject to interruption at any time, see Interruption Conditions in § 3.02.

Interruptible service is subject to interruption at any time. Customers taking interruptible service must have and maintain a backup system capable of providing back-up service during an interruption or otherwise be able to fully interrupt the interruptible portion of gas service when required. Customers taking interruptible service will interrupt when required by the Company. Customers taking interruptible service are solely responsible for all financial and other consequences associated with their failure to interrupt when properly called upon to do so, including but not limited to any losses the customer may suffer as a result of an interruption, as well as those consequences set forth in § 3.02.

##### STANDBY EQUIPMENT AND FUEL

It is the customer's responsibility to provide standby equipment and/or alternate fuel, or service as deemed by the customer to be necessary, during periods of interruption, see § 3.02 or emergency sales service restrictions, see § 7.03.

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	<del>243-031</del>	1	<del>July</del> January 1, 2024 <del>3</del>

## 3.02 PERIODS OF INTERRUPTION

### INTERRUPTION CONDITIONS

Service under interruptible service rate schedules is subject to temporary periods of interruption upon notice by the Company whenever the Company determines interruption is required to serve customers with firm service. Notice will be given by electronic means, phone, text message and/or email and may be given using an automated notification system. Customer is responsible for providing contact information to the Company and updating it as necessary. Resumption of service will not occur until the Company can fulfill the demand of its firm service customers.

### SCHEDULE OF INTERRUPTION

All interruptible service is subject to interruption. Upon notice from the Company, interruptible customers are required to discontinue use of interruptible volumes as soon as is operationally possible, but no later than two hours from the issuance of the notice to discontinue use. Each interruptible customer must provide, and update as necessary, contact information that enables the Company to immediately notify a customer of a required interruption. In the event the Company is unable to notify a customer using the contact information, the customer may be subject to the charges and penalty described below.

System emergencies, irregularities of weather or other operating conditions may require immediate interruption. At times there may be a need for interruption on an isolated portion of the Company's system. If the simultaneous interruption of a different portion of the system will not assist in remedying the situation that gives rise to the need for interruption, customers in those areas will not be subject to simultaneous interruption.

At the time of an interruption, the Company shall use reasonable efforts to advise customers of the cause of the interruption. When feasible, interruptions may be partial. In such event, interruptible transportation and sales customers will be required to interrupt partially on a pro rata basis based on representative daily use levels. However, customers who are unable to partially interrupt or who prefer to interrupt 100%, may, at the Company's discretion, be allowed to interrupt on an all-or-nothing basis. Initially customers who are allowed to interrupt on an all-or-nothing basis will be required to interrupt 100%. The Company will endeavor to balance interruptions between customers who interrupt partially and those who interrupt on an all-or-nothing basis over the course of a year, but in no event shall the Company be liable if it is unable to do so.

### FAILURE TO INTERRUPT

A customer who fails to limit or discontinue natural gas use during periods of interruption when properly notified by the Company to do so will incur a \$40-per-dekatherm penalty for all interruptible volumes utilized during the course of an interruption. Each failure to interrupt will result in the imposition of the \$40 per-dekatherm penalty. Any such penalties recovered by the Company shall be credited to the ratepayers as a reduction to the Infrastructure Rate-Adjustment Tracker.

If any interruptible customer fails to reduce or discontinue use of natural gas, in accordance with this Section, then the customer will pay the penalty and other charges as follows:

<b>DNG Penalty</b>	<b>Supplier Non-Gas Cost</b>
\$40.00/Dth	SNG rate from the IS Rate Schedule

If a customer fails to interrupt when called upon by the Company to do so, then beginning on July 1<sup>st</sup> following the failure to interrupt, the customer will be moved from the interruptible rate schedule to an available firm rate schedule for three years for those interruptible volumes it failed to interrupt so that the total firm amount for each of the next three years is equal to the amount burned during the interruption. If the customer is in this three-year firm period and uses volumes in excess of their firm amount during an interruption, the customer’s total firm amount will be equal to the amount burned on the most recent interruption and the three-year penalty period will begin again on the following July 1<sup>st</sup>. To the extent that the Company determines that providing firm service is operationally infeasible, then the customer will pay a demand charge that would have applied for those interruptible volumes it failed to interrupt for three years, beginning on July 1<sup>st</sup> following the failure to interrupt, but will continue to receive interruptible service. At the conclusion of the three-year period the firm amount may be reduced upon request by the customer.

Under no circumstances will the penalty provision be considered as giving the customer the right to use gas during a requested interruption or restriction of service. Customers failing to comply with interruption required by the Company may also be subject to immediate termination or restriction of service.

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## **4. INTERRUPTIBLE SALES SERVICE**

### **4.01 CONDITIONS OF SERVICE**

#### **SERVICE ARRANGEMENTS**

Each interruptible sales customer will be required to enter into a service agreement with the Company and apply for interruptible sales service on a service. The Company may reject applications if, in its sole discretion, the Company is not able to contract for or it does not have adequate gas supplies or acceptance of the customer would not provide benefit to firm sales customers. Applications providing the greatest benefit to firm sales customers will be accepted first.

A request for interruptible sales service from an existing transportation or firm sales service customer must be received by the Company by March 31<sup>st</sup> in any given year. If approved, such a request will be effective on the first day of that customer's billing cycle which occurs on or after July 1<sup>st</sup> of that same year. Any requests received after March 31<sup>st</sup> may be approved in the Company's sole discretion.

#### **DAILY CONTRACT LIMIT**

The Company will, at its discretion, allow an interruptible sales customer to use natural gas in excess of its daily contract limit to be charged at the customer's contracted rate schedule. If the Company notifies the customer to limit usage to its contract amount, any usage beyond that limit will incur a penalty as described in § 3.02. The Company reserves the right to limit usage to the daily contract limit.

#### **FACILITY MODIFICATIONS**

Any cost to modify existing Company facilities or to install new Company facilities required to provide this service shall be paid to the Company by the customer in advance of construction, unless other arrangements have been made. All such facilities are the property of the Company. The Company may at its option withhold service until all necessary facilities are in place to ensure safe and efficient service and to ensure that proper billing and accounting can be performed.

#### **SERVICE FOR NEWLY INSTALLED FACILITIES**

Customers installing new facilities in the Company's service territory and requesting interruptible sales service may be served as an IS customer on a reasonable-efforts basis.



**MINIMUM YEARLY CHARGE FOR IS CUSTOMERS**

For billing purposes, at the end of each contract year, IS customer's annual bills will be adjusted in order to satisfy the minimum of a 15% load factor requirement as defined in § 4.02. If a customer terminates service or if in the judgment of the Company the customer will not meet its minimum load factor requirement, the Company may assess the minimum yearly charge. The payment necessary to satisfy the minimum yearly charge will be calculated as follows:

Greater of \$3,000 or [(Peak Winter Day x 55 days) - (Annual Historical Use)] x Distribution Non-Gas Rates

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**4.02 IS RATE SCHEDULE**

**IS VOLUMETRIC RATES**

	Rates Per Dth Used Each Month		
	First 2,000 Dth	Next 18,000 Dth	All Over 20,000 Dth
Base DNG	\$0.84853	\$0.10056	\$0.04583
Energy Assistance	0.00838	0.00838	0.00838
Infrastructure Rate Adjustment	0.01047	0.00124	0.00057
Rural Expansion Rate Adjustment	0.00628	0.00074	0.00034
STEP Surcharge	0.00120	0.00018	0.00011
<b>Distribution Non-Gas Rate</b>	<b>\$0.87486</b>	<b>\$0.11110</b>	<b>\$0.05523</b>
<b>Supplier Non-Gas Rate</b>	<b>\$0.17949</b>	<b>\$0.17949</b>	<b>\$0.17949</b>
Base Gas Cost	\$6.57313	\$6.57313	\$6.57313
191 Amortization	<u>1.95949</u>	<u>1.95949</u>	<u>1.95949</u>
<b>Commodity Rate</b>	<b>\$8.53262</b>	<b>\$8.53262</b>	<b>\$8.53262</b>
<b>Total Rate</b>	<b>\$9.58697</b>	<b>\$8.82321</b>	<b>\$8.76734</b>
Minimum Yearly Charge	Greater of \$3,000.00 or [(Peak Winter Day x 55 days) – (Annual Historical Use)] x Distribution Non-Gas Rates		
Penalty for failure to interrupt or limit usage to contract limits when requested by the Company.	See § 3.02.		

**IS FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
Does not apply as a credit toward the minimum yearly charge.	BSF Category 2	\$18.25
For a definition of BSF categories, see § 8.03.	BSF Category 3	\$63.50
	BSF Category 4	\$420.25

**IS CLASSIFICATION PROVISIONS**

- (1) Service on an annual contract basis available to commercial and industrial customers.
- (2) Customer must maintain the ability to interrupt natural gas service.
- (3) Customer's load factor is 15% or greater where load factor is defined to be: Actual or estimated average daily usage is at least 15% of peak winter day.  
(Actual or Estimated Annual Use ÷ 365 days) ÷ Peak Winter Day ≥ 15%.
- (4) Service is subject to minimum yearly charge based on a 15% load factor requirement, see § 4.01. The charge is prorated to the portion of the year gas service is available, see § 8.03.
- (5) Customer must enter into a service agreement, see § 4.01.

- (6) Service is subject to a monthly basic service fee.
- (7) Minimum annual usage of 7,000 Dth is required.
- (8) All sales are subject to the additional local charges and state sales tax stated in § 10.01 and § 10.02.
- (9) The Energy Assistance rate is subject to a maximum of \$50.00 per month and other conditions as specified in § 8.03.

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## 5. TRANSPORTATION SERVICE

### TRANSPORTATION BYPASS FIRM (TBF), MUNICIPAL TRANSPORTATION (MT), TRANSPORTATION SERVICE (TSS, TSM, and TSL)

#### 5.01 CONDITIONS OF SERVICE

##### APPLICABILITY

This service applies to the transportation of customer's gas through the Company's distribution system to a meter at the customer's end-use site, including services provided under transportation rate schedules.

##### TRANSPORTATION BYPASS FIRM (TBF)

The Company provides firm transportation service for customers qualifying under the classification provisions of § 5.02. Service is subject to provisions of § 5.07 and § 5.08. Customers initiating or increasing firm transportation service must also meet the requirements of § 9.02.

##### MUNICIPAL TRANSPORTATION SERVICE (MT)

The Company provides MT firm service only for municipalities as defined in Utah Code Ann. § 10-1-104(5) or successor statute and under the classification provisions of § 5.03. Service is subject to provisions of § 5.07 and § 5.08. Customers initiating or increasing MT firm service must also meet the requirements of § 9.02.

##### TRANSPORTATION SERVICE

###### Transportation Service Small (TSS)

The Company provides TSS for commercial or industrial customers qualifying under the classification provisions of § 5.04. Service is subject to provisions of § 5.07 and § 5.08. Customers initiating or increasing firm transportation service must also meet the requirements of § 9.02.

###### Transportation Service Medium (TSM)

The Company provides TSM for customers qualifying under the classification provisions of § 5.05. Service is subject to provisions of § 5.07 and § 5.08. Customers initiating or increasing firm transportation service must also meet the requirements of § 9.02.

###### Transportation Service Large (TSL)

The Company provides TSL for customers qualifying under the classification provisions of § 5.06. Service is subject to provisions of § 5.07 and § 5.08. Customers initiating or increasing firm transportation service must also meet the requirements of § 9.02.

###### Firm Transportation Service (TSS, TSM AND TSL)

The Company provides firm transportation service for TSS, TSM, and TSL customers qualifying under the classification provisions of § 5.04, § 5.05 and § 5.06. Service is subject to

provisions of § 5.07 and § 5.08. Customers initiating or increasing firm transportation service must also meet the requirements of § 9.02.

**Interruptible Transportation Service (TSS, TSM AND TSL)**

The Company provides interruptible transportation service for TSS, TSM, and TSL customers qualifying under the classification provisions of 5.04, § 5.05 and § 5.06. Service is subject to provisions of § 5.07 and § 5.08. Customers initiating or increasing interruptible transportation service must also meet the requirements of § 9.02. Customers can take interruptible transportation service combined with firm service or independently. Volumes under interruptible transportation service are subject to interruptible provisions as detailed in § 3.01-§ 3.02.

**REQUEST FOR SERVICE (TBF, MT, TSS, TSM AND TSL)**

**Existing Customers**

A written request for transportation service from an existing customer must be received by the Company by March 7th in any given year. The request must contain account and specific meter numbers. A fully executed contract and any other requirements must be received by the Company by March 21<sup>st</sup> of the same year. The customer must meet with ~~Dominion Enbridge Gas' Energy Utah's~~ telemetry gas technician by April 15<sup>th</sup> of the same year. Any customer facilities required by the Company to facilitate telemetry, which may include AC power or other equipment, must be installed by the customer and operational by May 15<sup>th</sup> of the same year. QuestLine Access Agreements must be received by the Company by May 31<sup>st</sup> of the same year. If a customer fails to meet any of these deadlines, then the customer will not be permitted to receive transportation service during that year. If approved, such a request will be effective on July 1<sup>st</sup> of the same year.

**New Customers**

New Customers must provide a fully executed contract for transportation service before the Company will install telemetering equipment. Any customer facilities required by the Company to facilitate telemetry, which may include AC power or other equipment, must be installed by the customer and operational by the 15<sup>th</sup> of any given month. Transportation service will commence on the 1<sup>st</sup> of the following month. If service is needed before the transportation service begins, the customer may take service on the GS rate schedule until the 1<sup>st</sup> of the following month.

**REQUEST FOR TERMINATING EXISTING SERVICE (TBF, MT, TSS, TSM AND TSL)**

All transportation service contracts will have an initial term of 1 year. Thereafter, existing customers may provide written notice to terminate transportation service on or before the 15<sup>th</sup> day of any month, and the Company will terminate service effective the 1<sup>st</sup> day of the following month. Transportation service customers may only transition to sales service in accordance with § 2.01 Firm Sales Service.

**TRANSPORTATION SERVICE AGREEMENT (TBF, MT, TSS, TSM AND TSL)**

Each transportation service customer must enter into a service agreement with the Company. The service address is the location of the end-use meter(s). The primary end-use site is the first meter site at the service address. Other meter sites on the same contiguous property are defined as secondary end-use sites.

The service agreement will also identify a primary receipt point where the customer's gas can enter the Company's distribution system (Approved Receipt Point). The Company may also, in its sole discretion, accept the customer's gas at alternate receipt points (Alternate Receipt Points). The

Company reserves the right to require each customer to utilize the Approved Receipt Point when, in the Company's sole discretion, its operational needs support such a change from any Alternate Receipt Point(s).

### **CONTACT INFORMATION**

At least annually the customer must provide to the Company current contact information.

### **FACILITY MODIFICATIONS**

Any costs to modify existing Company facilities or to install new Company facilities required in order to provide service shall be paid to the Company by the customer in advance of construction, unless other arrangements have been made. All such facilities are the property of the Company. The Company may at its option withhold service until all necessary facilities are in place to ensure safe service and to ensure that proper billing and accounting can be performed. The Company will require telemetering equipment as a prerequisite to providing transportation service. Customers may increase the daily contract limit if additional equipment is added or if operational changes necessitate firm service backup. All service is subject to the availability of new or additional service requirements shown in § 9.02.

### **FEES, COSTS AND CHARGES**

In the event that the Company incurs fees, charges or costs as a result of the transportation of a customer's gas to the Company's distribution system by an upstream pipeline the Company will provide a statement of such charges or costs. The customer will reimburse the Company for all fees, charges or costs associated with such transportation.

### **AC POWER BATTERY REPLACEMENT FEE**

All transportation customers must provide and maintain AC power at telemetry units. When there is a loss of AC power at a telemetry unit, the Company will replace the battery at that unit one time. Thereafter, the Customer must pay a \$1,000 battery replacement fee for each battery replacement until AC power is restored. In the case the Company detects a battery is defective from the manufacturer, the battery will be replaced at no charge to customer.

### **FIRM DEMAND CHARGE**

Customers taking firm transportation service on the TSS, TSM, TSL or TBF rate schedules will be billed, in equal monthly amounts, an annual firm demand charge for each Dth of contracted firm transportation. Contracted firm transportation volumes are not subject to the interruption provisions outlined in § 3.02. A customer will be required to pay the firm demand charge for each month during a temporary discontinuance of service.

### **ADMINISTRATIVE CHARGE**

Customers taking service on any transportation service rate schedule will be billed an annual administrative charge of \$2,400 for each end-use site in equal monthly amounts. If a customer has more than one end-use site on contiguous property covered by a single gas purchase contract, a \$2,400 annual administrative charge will be billed to one end-use site. Other end-use sites for that customer will be billed a \$1,200 annual administrative charge. A customer will be required to pay the administrative charge for each month during a temporary discontinuance of service. A customer

taking service on multiple rate schedules at the same end use site will be charged one administrative charge.

### **TRANSPORTATION IMBALANCE CHARGE**

Customers taking service on any transportation service rate schedule will be assessed a charge for the services used each day to manage the difference between the customer's scheduled quantities, less fuel, and the customer's actual usage on any given day that are outside of a 5% tolerance. This charge will include storage, no-notice transportation and other related costs incurred by the Company to manage imbalances on a daily basis. The charge will be assessed based on the daily quantities exceeding the 5% tolerance rounded to the nearest tenth. The charge is set forth on the transportation rate schedules and will be recalculated in each pass through filing. The amounts collected will be credited to sales customers in each pass through filing. A customer taking service on multiple rate schedules at the same end use site will have one imbalance for the aggregate activity related to that end use site.

### **FUEL REIMBURSEMENT**

A fuel reimbursement of 1.5% will apply to all volumes transported on the transportation service rate schedules. The reimbursement will be collected by redelivering 1.5% less volume than is received into the Company's distribution system for transportation.

### **LIABILITY AND LEGAL REMEDIES (TBF, MT, TSS, TSM AND TSL)**

When the Company has identified unsafe conditions at the customer's premises, the Company may take any and all steps necessary to eliminate such conditions at the customer's premises, including but not limited to shutting off gas service, excavating, and evacuating gas from the ground. The Company may also, but is not required to, monitor conditions at the Customer's premises to ensure safe operation while maintaining service to customer during system maintenance and/or repair. Customer will cooperate with Company, and permit Company to access customer's premises, to ensure that unsafe conditions are eliminated. Customer will pay Company any and all costs, fees, and expenses incurred in eliminating such unsafe conditions, and monitoring Customer's premises during maintenance and repair work. The Customer will indemnify the Company against all claims, demands, cost or expense for loss, damage, or injury to persons or property in any manner directly or indirectly connected with growing out of the activities referenced in this Section, the serving or use of gas service by Customer, at or on the Customer's side of the point of delivery.

### **INTERRUPTION (Interruptible Transportation Service)**

Should interruptions be required for interruptible transportation service, customers will be interrupted as described in § 3.02.

### **GAS PURCHASE ARRANGEMENT DURING PERIODS OF INTERRUPTION (Interruptible Transportation Service)**

Customers may offer to sell their gas supplies to the Company, and the Company may agree to purchase such gas supplies, for its use during periods of interruption in serving firm sales customers. If a customer opts to sell its gas supply to the Company, and the Company agrees to buy it, such sale shall be made upon the following conditions.

- (1) The customer's gas purchase contract may not preclude continued deliveries by its supplier during periods of interruption of the Company's transportation service.
- (2) Customer agrees that its gas purchase contracts will not allow, during a period of interruption, for the sale, exchange, transportation or beneficial use of Company- requested gas supplies for the benefit of anyone other than: (a) the Company, or (b) parties holding a pre-existing higher contractual priority to the gas supplies.  
 In no event will customer sell or exchange its gas supplies or otherwise interfere with the Company's ability to purchase customer's gas supplies during a period of interruption.
- (3) Upon notification of interruption of service by the Company, the customer agrees to immediately begin nominating the Company requested amount of gas and will continue such nomination during the period of interruption unless instructed otherwise by the Company.
- (4) The Company will require volumes equal to the average of the three most recently confirmed gas day nominations (less imbalance payback to customers) up to the amount of gas under contract to be available for purchase during an interruption, but will not require volumes in excess of the customer's representative daily use. Volumes not delivered upon request will be subject to the penalty described in (7) below.
- (5) All gas purchased by the Company under this provision shall be at the point where deliveries are made to the upstream pipeline system upon which the Company has contracted for transportation service or delivered directly to the facilities of the Company. The Company will make arrangements for transportation of these purchases during periods of interruption to its own distribution system. The Company's planned gas purchases under the provisions of this Section shall be used to meet the requirements of firm sales customers, and all gas purchased is considered necessary to meet the needs of firm customers.
- (6) If the customer agrees to sell and the Company agrees to purchase the price will agreed upon by the parties.
- (7) For volumes that the Company requests to be nominated but which are not available to the Company because of the customer's unexcused failure to nominate, see § 7.02 or because customer has sold, exchanged, transported or otherwise used said gas for the benefit of anyone other than the Company in violation of subsection (2) above, the Company shall impose a penalty equal to the highest purchased gas cost during the period of interruption plus \$15/Dth for the volume of gas requested but not delivered.

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**5.02 TRANSPORTATION BYPASS FIRM SERVICE RATE SCHEDULE (TBF)**

**TBF VOLUMETRIC RATES**

	Rates Per Dth Redelivered Each Month			
	Dth = dekatherm = 10 therms = 1,000,000 Btu			
	First 10,000 Dth	Next 112,500 Dth	Next 477,500 Dth	All Over 600,000 Dth
Base DNG	\$0.52246	\$0.49607	\$0.37872	\$0.16174
Energy Assistance	0.00016	0.00016	0.00016	0.00016
Infrastructure Rate Adjustment	0.00555	0.00527	0.00402	0.00172
Rural Expansion Rate Adjustment	0.00333	0.00316	0.00241	0.00103
STEP Surcharge	0.00061	0.00058	0.00040	0.00009
<b>Distribution Non-Gas Rate</b>	<b>\$0.53211</b>	<b>\$0.50524</b>	<b>\$0.38571</b>	<b>\$0.16474</b>

Minimum Yearly Distribution Non-Gas Charge (base) \$179,600

Daily Transportation Imbalance Charge per Dth (outside +/- 5% tolerance) \$0.08869

**TBF FIXED CHARGES**

Monthly Basic Service Fee (BSF): (Does not apply as a credit toward the minimum yearly distribution non-gas charge) For a definition of meter categories, see § 8.03.	BSF Category 1	\$6.75
	BSF Category 2	\$18.25
	BSF Category 3	\$63.50
	BSF Category 4	\$420.25
Administrative Charge, see § 5.01.	Annual	\$2,400.00
	Monthly Equivalent	\$200.00
Firm Demand Charge per Dth, see § 5.01.	Base Annual	\$23.27
	Infrastructure Adder	\$0.24723
	Rural Expansion Adder	0.14825
	STEP Surcharge	0.02856
	Supplier Non-Gas Adder	1.07011
	Total Annual	\$24.76
	Monthly Equivalent	\$2.06

**TBF CLASSIFICATION PROVISIONS**

- (1) Industrial service on a minimum one-year agreement available to end use industrial customers who acquire their own gas supply and who will maintain a load factor of at least 50% where load factor is defined as: Actual or estimated average daily usage is at least 50% of peak winter day.  $(\text{Actual or Estimated Annual Usage} \div 365 \text{ days}) \div \text{Peak Winter Day} \geq 50\%$
- (2) Volumes must be transported to the Company's system under firm transportation capacity on upstream pipelines to interconnect points approved by the Company or on alternative transportation to approved interconnect points if customer's upstream firm transportation is disrupted.

- (3) Service is subject to a minimum yearly charge, an administrative charge, and a monthly basic service fee.
- (4) If the customer's gas is not delivered to the Company's system, the Company is not obligated to deliver gas to the customer. When the customer's gas is being delivered to the Company, the balancing provisions in § 5.08 will apply.
- (5) Transportation Bypass Firm transportation service is only available to those customers who receive all of their natural gas service through the Company's facilities.
- (6) All sales are subject to the applicable local charges and state sales tax stated in § 10.01 and § 10.02.
- (7) Fuel reimbursement of 1.5% applies to all volumes transported; see § 5.01.
- (8) Annual usage must be at least 350,000 Dth plus an additional 225,000 Dth for every mile away from the nearest interstate pipeline. Distance from the interstate pipeline will be measured as the most feasible route that would be determined by a reasonable and prudent natural gas utility operator. A customer with another bona fide, lawful bypass option may be included in the TBF rate class upon approval by the Commission.
- (9) TBF customers are permitted to purchase interruptible transportation in excess of the firm demand amount to which they subscribe by paying the transportation service volumetric rates.
- (10) The Energy Assistance rate is subject to a maximum of \$50.00 per month and other conditions as specified in § 8.03.

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**5.03 MUNICIPAL TRANSPORTATION SERVICE RATE SCHEDULE (MT)**

**MT RATES**

	Rates Per Dth Used Each Month Dth = dekatherm = 10 therms = 1,000,000 Btu
MT Volumetric	\$0.90379/Dth
Energy Assistance	0.00108/Dth
Infrastructure Rate Adjustment	0.00000/Dth
Rural Expansion Rate Adjustment	0.00000/Dth
STEP Surcharge	0.00000/Dth
<b>Distribution Non-Gas Rate</b>	<b>\$0.90487/Dth</b>
Daily Transportation Imbalance Charge (outside +/- 5% tolerance)	\$0.08869/Dth

**MT FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
For a definition of BSF categories, see § 8.03.	BSF Category 2	\$18.25
	BSF Category 3	\$63.50
	BSF Category 4	\$420.25
Administrative Charge, see § 5.01.	Annual	\$2,400.00
	Monthly Equivalent	\$200.00

**MT CLASSIFICATION PROVISIONS**

- (1) Service is used for a municipal gas system owned and operated by a municipality as defined by Utah Code Ann. § 10-1-104(5). The customer must enter into a contract specifying the maximum daily contract demand. If requested, the Company will provide MT customers with its forecast of the maximum daily demand for any contract period. The Company is not obligated to provide service in excess of the maximum daily contract demand.
- (2) Annual load factor is 15% or greater, where load factor is defined to be: Actual or estimated average daily usage is at least 15% of peak winter day.  

$$(\text{Actual or Estimated Annual Use} \div 365 \text{ days}) \div \text{Peak Winter Day} \geq 15\%$$
- (3) If the customer's gas is not delivered to the Company's system, the Company is not obligated to deliver gas to the customer and the balancing provisions described in § 5.08 will apply.
- (4) All sales are subject to any applicable local charges and sales tax stated in § 10.01 and § 10.02.
- (5) Fuel reimbursement of 1.5% applies to all volumes transported, see § 5.01.
- (6) MT service is not required if it will subject the Company to regulatory jurisdiction by anyone other than the Commission.

- (7) An MT customer will be required to notify the Company before it proposes to extend service beyond the state of Utah or into a service area designated by the Federal Energy Regulatory Commission (FERC) pursuant to 7(f) of the Natural Gas Act. Such service extension will be cause for termination of MT service by the Company, unless it is demonstrated, prior to service extension, that an order has been issued by the FERC, or any other federal, state or local entity potentially exercising regulatory jurisdiction, showing respectively that the Company will not be subject to the regulatory jurisdiction of the FERC or other federal, state or local entity, and, with respect to an order issued by the FERC, that the Company will not lose any Hinshaw status that it may have. The Company may also terminate MT service commenced upon the issuance of any such order described above if the order is stayed or if an administrative or judicial appeal of such order results in a finding that providing the MT service subjects it to the jurisdiction of the FERC, or other federal, state or local entity, or results in a loss of any Hinshaw status it may have.
- (8) Service is only available for cities where the Company does not have a franchise or an existing distribution system.
- (9) For municipal customers with usage on more than one rate schedule, the usage for different rate schedules must be separately metered and subject to the appropriate administrative charge as provided for in the Administrative Charge paragraph of § 5.01.
- (10) The Energy Assistance rate is subject to a maximum of \$50.00 per month and other conditions as specified in § 8.03.
- (11) Service is subject to a monthly basic service fee and an administrative charge.

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**5.04 TRANSPORTATION SERVICE SMALL RATE SCHEDULE (TSS)**

**TSS VOLUMETRIC RATES**

	Rates Per Dth Redelivered Each Month		
	Dth = dekatherm = 10 therms = 1,000,000 Btu		
	First 200 Dth	Next 1,800 Dth	All Over 2,000 Dth
Base DNG	\$1.48024	\$0.87743	\$0.24288
Energy Assistance	0.00188	0.00188	0.00188
Infrastructure Rate Adjustment	0.02084	0.01236	0.00342
Rural Expansion Rate Adjustment	0.01250	0.00741	0.00205
STEP Surcharge	0.00261	0.00155	0.00043
<b>Distribution Non-Gas Rate</b>	<b>\$1.51807</b>	<b>\$0.90063</b>	<b>\$0.25066</b>

Minimum Yearly Distribution Non-Gas Charge (base)	\$2,800
Penalty for failure to interrupt or limit usage when requested by the Company	See § 3.02
Daily Transportation Imbalance Charge per Dth (outside +/- 5% tolerance)	\$0.08869

**TSS FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
	BSF Category 2	\$18.25
	BSF Category 3	\$63.50
	BSF Category 4	\$420.25
Administrative Charge, see § 5.01.	Annual	\$2,400.00
	Monthly Equivalent	\$200.00
Firm Demand Charge per Dth TSS Volumes, see § 5.01.	Base Annual	\$38.78
	Infrastructure Adder	\$0.39354
	Rural Expansion Adder	0.23599
	STEP Surcharge	0.05520
	Supplier Non-Gas Adder	1.56507
	Total Annual	\$41.03
	Monthly Equivalent	\$3.42

**TSS CLASSIFICATION PROVISIONS**

- (1) Service is available to end-use customers acquiring their own gas supply.
- (2) Customer must accept redelivery of all volumes received by the Company for its account. Imbalances will be subject to the provisions of § 5.08.
- (3) Service is subject to a monthly basic service fee and an administrative charge.

- (4) The interruptible portion of transportation service is provided on a reasonable-efforts basis, subject to interruption at any time after notice and as otherwise provided under Section 3.
- (5) The Customer may offer to sell, and the Company may agree to purchase, the Customer's interrupted volumes in accordance with the provisions of § 5.01.
- (6) All states are subject to the additional local charges and state sales tax stated in § 10.01 and § 10.02.
- (7) Fuel reimbursement of 1.5% applies to all volumes transported; see § 5.01.
- (8) The Energy Assistance rate is subject to a maximum of \$50 per month and other conditions as specified in § 8.03.
- (9) Customer meter must be a rotary or turbine meter or AL800 or larger diaphragm meter. If meter needs to be replaced it will be replaced at the customer's expense.
- (10) If the customer's gas is not delivered to the Company's system, the Company is not obligated to deliver gas to the customer and the balance provisions in § 5.08 will apply.
- (11) Customers with annual usage of less than 25,000 Dth/year qualify for the TSS Rate Schedule. Service is available for commercial or industrial customers using at least 1,500 Dth/year, acquiring their own gas supply.

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**5.05 TRANSPORTATION SERVICE MEDIUM RATE SCHEDULE (TSM)**

**TSM VOLUMETRIC RATES**

	Rates Per Dth Redelivered Each Month	
	First 2,000 Dth	All Over 2,000 Dth
Base DNG	\$1.09783	\$0.54876
Energy Assistance	0.00096	0.00096
Infrastructure Rate Adjustment	0.01279	0.00639
Rural Expansion Rate Adjustment	0.00767	0.00383
STEP Surcharge	0.00151	0.00073
<b>Distribution Non-Gas Rate</b>	<b>\$1.12076</b>	<b>\$0.56067</b>

Minimum Yearly Distribution Non-Gas Charge (base)	\$25,900
Penalty for failure to interrupt or limit usage when requested by the Company	See § 3.02
Daily Transportation Imbalance Charge per Dth (outside +/- 5% tolerance)	\$0.08869

**TSM FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
	BSF Category 2	\$18.25
	BSF Category 3	\$63.50
	BSF Category 4	\$420.25
Administrative Charge, see § 5.01.	Annual	\$2,400.00
	Monthly Equivalent	\$200.00
Firm Demand Charge per Dth TSM Volumes, see § 5.01.	Base Annual	\$38.78
	Infrastructure Adder	\$0.39354
	Rural Expansion Adder	0.23599
	STEP Surcharge	0.05520
	Supplier Non-Gas Adder	1.56507
	Total Annual	\$41.03
	Monthly Equivalent	\$3.42

**TSM CLASSIFICATION PROVISIONS**

- (1) Service is available to end-use customers acquiring their own gas supply.
- (2) Customer must accept redelivery of all volumes received by the Company for its account. Imbalances will be subject to the provisions of § 5.08.
- (3) Service is subject to a monthly basic service fee and an administrative charge.

- (4) The interruptible portion of transportation service is provided on a reasonable-efforts basis, subject to interruption at any time after notice and as otherwise provided under Section 3.
- (5) The Customer may offer to sell, and the Company may agree to purchase, the Customer's interrupted volumes in accordance with the provisions of § 5.01.
- (6) All states are subject to the additional local charges and state sales tax stated in § 10.01 and § 10.02.
- (7) Fuel reimbursement of 1.5% applies to all volumes transported; see § 5.01.
- (8) The Energy Assistance rate is subject to a maximum of \$50 per month and other conditions as specified in § 8.03.
- (9) Customer meter must be a rotary or turbine meter or AL800 or larger diaphragm meter. If meter needs to be replaced it will be replaced at the customer's expense.
- (10) If the customer's gas is not delivered to the Company's system, the Company is not obligated to deliver gas to the customer and the balance provisions in § 5.08 will apply.
- (11) Customers with annual usage of more than 25,000 Dth/year but up to 250,000 Dth/year qualify for the TSM Rate Schedule. If customer's annual usage falls below 25,000 Dth but is greater than 22,000 Dth the customer may remain a TSM customer for one year, after which such customer must have annual usage greater than 25,000 Dth to continue to qualify for TSM service. Customers with annual usage below 22,000 Dth in any given year do not qualify for continued TSM service.

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**5.06 TRANSPORTATION SERVICE LARGE (TSL)**

**TSL VOLUMETRIC RATES**

	Rates Per Dth Redelivered Each Month			
	Dth = dekatherm = 10 therms = 1,000,000 Btu			
	First 10,000 Dth	Next 112,500 Dth	Next 477,500 Dth	All Over 600,000 Dth
Base DNG	\$0.59655	\$0.56643	\$0.43244	\$0.18468
Energy Assistance	0.00068	0.00068	0.00068	0.00068
Infrastructure Rate Adjustment	0.00686	0.00651	0.00497	0.00212
Rural Expansion Rate Adjustment	0.00411	0.00391	0.00298	0.00127
STEP Surcharge	0.00077	0.00073	0.00056	0.00024
<b>Distribution Non-Gas Rate</b>	<b>\$0.60897</b>	<b>\$0.57826</b>	<b>\$0.44163</b>	<b>\$0.18899</b>

Minimum Yearly Distribution Non-Gas Charge (base)	\$131,100
Penalty for failure to interrupt or limit usage when requested by the Company	See § 3.02
Daily Transportation Imbalance Charge per Dth (outside +/- 5% tolerance)	\$0.08869

**TSL FIXED CHARGES**

Monthly Basic Service Fee (BSF):	BSF Category 1	\$6.75
For a definition of BSF categories, see § 8.03.	BSF Category 2	\$18.25
	BSF Category 3	\$63.50
	BSF Category 4	\$420.25
	Administrative Charge, see § 5.01.	Annual
	Monthly Equivalent	\$200.00
Firm Demand Charge per Dth TSL Volumes, see § 5.01.	Base Annual	\$38.78
	Infrastructure Adder	\$0.39354
	Rural Expansion Adder	0.23599
	STEP Surcharge	0.05520
	Supplier Non-Gas Adder	1.56507
	Total Annual	\$41.03
	Monthly Equivalent	\$3.42

**TSL CLASSIFICATION PROVISIONS**

- (1) Service is available to end-use customers acquiring their own gas supply.
- (2) Customer must accept redelivery of all volumes received by the Company for its account. Imbalances will be subject to the provisions of § 5.08.
- (3) Service is subject to a monthly basic service fee and an administrative charge.

- (4) The interruptible portion of transportation service is provided on a reasonable-efforts basis, subject to interruption at any time after notice and as otherwise provided under Section 3.
- (5) The Customer may offer to sell, and the Company may agree to purchase, the Customer's interrupted volumes in accordance with the provisions of § 5.01.
- (6) All states are subject to the additional local charges and state sales tax stated in § 10.01 and § 10.02.
- (7) Fuel reimbursement of 1.5% applies to all volumes transported; see § 5.01.
- (8) The Energy Assistance rate is subject to a maximum of \$50 per month and other conditions as specified in § 8.03.
- (9) Customer meter must be a rotary or turbine meter or AL800 or larger diaphragm meter. If meter needs to be replaced it will be replaced at the customer's expense.

If the customer's gas is not delivered to the Company's system, the Company is not obligated to deliver gas to the customer and the balance provisions in § 5.08 will apply.

Customers with annual usage of more than 250,000 Dth/year qualify for the TSL Rate Schedule. If customer's annual usage falls below 250,000 Dth but is greater than 240,000 Dth the customer may remain a TSL customer for one year, after which such customer must have annual usage greater than 250,000 Dth to continue to qualify for TSL service. Customers with annual usage below 240,000 Dth in any given year do not qualify for continued TSL service.

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**5.07 NOMINATIONS**

**PRIORITY OF SERVICE**

Firm sales service will have priority over IS, TBF, MT, TSS, TSM and TSL service. TBF, MT, TSS, TSM and TSL firm service will have priority over TSS, TSM and TSL interruptible service with TBF, MT, TSS, TSM and TSL firm service holding equal priority. A TBF, MT, TSS, TSM or TSL firm customer utilizing its Approved Receipt Point will hold priority over a TBF, MT, TSS, TSM or TSL firm customer utilizing the same point as an Alternate Receipt Point. A TSS, TSM and TSL interruptible service customer utilizing its Approved Receipt Point will hold priority over a TSS, TSM and TSL interruptible service customer utilizing the same point as an Alternate Receipt Point.

**NOMINATION SCHEDULE**

TBF, MT, TSS, TSM and TSL customers must make nominations each day in accordance with the applicable North American Energy Standards Board (NAESB) Schedule for the quantity of natural gas (Dth) it desires to have transported on the succeeding gas day. All nominations must be placed in a manner specified by the Company.

The Company shall commence, upon receipt of volumes, to deliver equivalent quantities of natural gas less fuel reimbursement pursuant to § 5.01. A transportation customer shall provide the Company with permission to obtain from the customer's upstream pipeline transporter volumes delivered to the Company on the customer's behalf.

The Company will have the right to direct nominating parties to increase or decrease their nominated volumes to match expected usage. These directions will be provided through operational flow orders (OFOs).

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## **5.08 CUSTOMER IMBALANCE MANAGEMENT**

A transportation customer must monitor the amount of gas delivered to the Company's system from any upstream pipeline less fuel reimbursement and its usage of gas at its premises. If necessary, a customer must make adjustments to maintain a balance between gas received to the Company's system less fuel reimbursement and its usage.

The Company may monitor customer usage through telemetered, electronic measurement equipment at the end use delivery site or otherwise. Imbalances between volumes received at an interconnect point by the Company from the upstream pipeline less fuel reimbursement and actual usage will be treated as provided in this Section.

There are four ways imbalances are managed, (1) monthly imbalance, (2) daily imbalance, (3) restriction on daily imbalances, and (4) hold burn to scheduled quantity restrictions.

### **(1) MONTHLY IMBALANCES**

The Company shall allow a  $\pm 5\%$  monthly imbalance tolerance. The monthly imbalance tolerance amount will be calculated by multiplying the sum of the volumes delivered to an end use site by the Company on a customer's behalf by  $\pm 5\%$ .

To remedy imbalances outside the  $\pm 5\%$  monthly imbalance tolerance, the Company will permit customers to trade imbalances with other customers.

For customers choosing to participate in an open trading system and signing a trading agreement, the Company will make their imbalance information available to other participating customers. The information will be available on the Company's web site. Customers shall have the ability after the first gas day of the following month to trade imbalances with other customers to reduce or eliminate imbalances. All contractual arrangements, exchange of consideration, documentation, and imbalance pricing will be the responsibility of the trading partners.

Once customers have agreed to trade their imbalances, each trading partner must notify the Company as required in the trading agreement. This notice to the Company will be deemed to be the Customer's direction to Company to make the imbalance trade on the Customer's account. If the trading partner's notices coincide, the Company will adjust customer's accounts to reflect the imbalance trade. When notices do not coincide, imbalances will not be considered traded. The Company will not be liable for any losses suffered by a customer if the trading partners are unable to finalize their trade after the Company has been notified of the trade and adjusted the Customer's accounts. The Company shall not be liable for any losses incurred by a customer if an imbalance trade is not noticed by both trading partners.

After the closing of the previous month, an additional 15-day period will be allowed for customers to bring any remaining imbalance within the  $\pm 5\%$  tolerance through nomination or imbalance trading. If the Company does not have final reported imbalance data on the Company's web site available to customers on the first day of the following month, an additional day will be allowed for each day the information is delayed. Nothing in this Section is meant to prevent customers from taking make up actions sooner; however, the customer shall give prior notice to the Company of the actions being taken to remedy the imbalance to allow the Company to schedule its operations. The Company reserves the right to limit a customer's nominations or usage when necessary to protect the integrity of the system. Any remaining imbalance may be cashed out in the following manner:

- (A) Positive imbalances may be purchased by the Company for the lesser of the transportation market index price, as explained below, or the commodity cost component of the Company GS rate schedule listed in the Article 2, each less \$1.00/Dth. The transportation market index price and the GS commodity cost component may, at the Company's discretion, be the price associated with the month in which the imbalance occurred or the month following the month in which the imbalance occurred.
- (B) Negative imbalances may be sold to the customer for \$1.00/Dth plus the greater of the transportation market index price or the GS commodity cost component listed in Article 2. The transportation market index price and the GS commodity cost component may, at the Company's discretion, be the price associated with the month in which the imbalance occurred or either of the two months following the month in which the imbalance occurred.

### **TRANSPORTATION MARKET INDEX PRICE**

The transportation market index price is used in the imbalance cash out provisions outlined above. It is a monthly price relevant to the location of each customer's deliveries into the Company's distribution system and based on first-of-the-month index prices published by Platts Energy Trader. The pricing is as follows: (1) deliveries made north of the Company's Indianola gate station—Kern, Wyoming index price; (2) deliveries at or downstream of Indianola—So Cal Gas index price; and (3) deliveries in Grand and San Juan counties—Northwest,(Rocky Mountains) index price.

In the event that the first-of-the-month index prices listed above are unavailable from Platts Energy Trader, the Company will determine a transportation market index price using a similar index, publication, or comparable methodology.

### **IMBALANCES REMAINING AT CONTRACT TERMINATION**

If a customer terminates transportation service, any supply imbalances will be treated as if they were month-end imbalances. Imbalances will be treated as outlined above. The  $\pm 5\%$  monthly tolerance window shall not apply and customers must eliminate all imbalances. The Company is not responsible to facilitate an "imbalance trading" opportunity for customers due to contract termination; however, such customers may participate in the "imbalance trading" process after service termination for a 15-day period.

### **(2) DAILY IMBALANCE**

Customers are expected to maintain daily imbalances within a  $\pm 5\%$  tolerance. Customers will be assessed a charge for the services used each day to manage the difference between the customer's scheduled quantities, less fuel, and the customer's actual usage on any given day that are outside of the 5% tolerance. See Transportation Imbalance Charge § 5.01

### **(3) RESTRICTION ON DAILY IMBALANCE**

Company will issue a Restriction on Daily Imbalances, through an OFO, in order to require customers or nominating parties to adjust receipts or usage to meet a daily imbalance tolerance as directed by the Company. These restrictions will be issued in the event a customer's imbalance

may contribute to an expected aggregate imbalance that may (1) require the Company to take action to maintain system integrity, or (2) reasonably be expected to force the Company to materially alter its prior day's planned level of a) gas purchases, b) Company production, or c) storage injections or withdrawals. Restrictions will remain in place for the period that such conditions are reasonably expected to continue.

The Company will provide notice of such restriction, through an OFO, to each affected nominating party not less than two hours prior to the first nomination deadline for the affected period or as soon as reasonably practicable. Notice will be given by electronic means, phone, text message, or email and may be given using an automated notification system. Nominating party is responsible for providing contact information to the Company and updating it as necessary. Restrictions may be applied on a system-wide basis, a nominating-party-by-nominating-party basis, a customer-by-customer basis, or a geographic area basis, as circumstances reasonably require.

Notices of balancing restrictions will be provided to each affected nominating party and will include reasonable specificity regarding:

- (A) The duration and nature of the balancing restrictions imposed;
- (B) The events or circumstances that require the restrictions;
- (C) The type of imbalances that may be subjected to penalties;

If, after the Company provides notice, a customer or nominating party fails to comply with balancing restrictions reasonably imposed by the Company, a balancing penalty will be assessed of the greater of \$1.00/Dth or the absolute value of the difference between the monthly market index price and the gas daily market index price as defined in the glossary plus \$0.25/Dth.

A balancing penalty of up to \$25/Dth may be imposed in cases where a nominating party or customer has repeatedly ignored, after written notice, the Company's reasonable balancing restrictions.

Customers or nominating parties may exchange or aggregate imbalances in order to avoid or mitigate penalties. Penalties that are not totally avoided by exchange or aggregation shall be borne by the customer or prorated among the customers as directed by the nominating party. If no direction is received, the Company will assign the imbalance to each of the nominating party's accounts on a pro-rata basis for all such accounts that are contributing to the imbalance that adversely affect the system on the tenth business day following the last day of the notice.

The Company reserves the right to take any action reasonably necessary to restrict deliveries or usage in order to maintain a balanced distribution system, when required for system integrity.

#### **(4) HOLD BURN TO SCHEDULED QUANTITY RESTRICTIONS**

The Company will issue a Hold Burn to Scheduled Quantity restriction through an OFO when, the Company determines such actions are required to maintain safe and reliable service to serve firm sales customers in the event of gas supply constraints.

A Hold Burn to Scheduled Quantity restriction prohibits a customer from using more gas than they have scheduled to receive into the system. The Company will provide notice of such restriction to each affected customer and nominating party as soon as reasonably practicable.

Restrictions may be applied on a system-wide basis or a geographic area basis, as circumstances reasonably require. The Company reserves the right to take any action reasonably necessary to restrict deliveries or usage in order to maintain a balanced distribution system when required for system integrity. A balancing penalty of \$5 per Dth plus the Gas Daily Market Index Price gas cost will be applied to the lesser of 10% of the customer's usage during the restriction period, or the customer's gas usage in excess of the customer's confirmed scheduled quantity of gas received into the Enbridge Gas DEU system. For all additional usage in excess of the customer's scheduled quantity, the penalty will be \$25 per Dth plus the Gas Daily Market Index Price gas cost. Customers or nominating parties may exchange or aggregate Hold Burn to Scheduled Quantity imbalances at a given receipt point group (as defined below) in order to avoid or mitigate penalties for Hold Burn to Scheduled Quantity restrictions. Penalties incurred during Hold Burn to Scheduled Quantity restrictions that are not totally avoided by aggregation shall be borne by the customer or prorated among the customers causing the penalty as directed by the nominating party. If no direction is received, the Company will assign the imbalance to each of the nominating party's accounts on a pro-rata basis for all such accounts that are contributing to the imbalance that adversely affected the system.

For partial day restrictions, hourly measurement data will be used and a customer will be allowed to burn ((scheduled quantity / 24) x number of hours in the restriction) without penalty. Positive daily imbalances (packing) will be allowed during a Hold Burn to Scheduled Quantity restriction and the Daily Imbalance Penalty in § 5.08 (3) will not apply to such imbalances. If there is a limit to allowable positive daily imbalances, the Company will detail that limit in the communication surrounding the restriction. If a Hold Burn to Scheduled Quantity restriction overlaps with a period of interruption as described in § 3.02 at locations where a transportation customer holds both a firm contract and an interruptible contract, the penalties described above will apply to volumes burned in excess of the total combined firm and interruptible scheduled quantities. Volumes burned above the firm contract limit will be assessed penalties described under § 3.02 for Failure to Interrupt.

Under no circumstances will the penalty provision be considered as giving the customer the right to use gas during a requested restriction of service. Customers failing to comply with a Hold Burn to Scheduled Quantity restriction issued by the Company may also be subject to immediate termination or restriction of service.

**RECEIPT POINT GROUPS**

A	90840	WESTPORT GATE STATION
	90813	RIVERTON TAP - REC
	90817	HUNTER PARK TAP
	90164	WASATCH FRONT
	90332	QGC/104
	90823	LAKESIDE (KR)
	90824	EAGLE MOUNTAIN
B	90839	SCIPIO (KR)

	90838	HOLDEN (KR)
	90837	NEW CASTLE (KR)
	90264	DELTA DOG VALLEY
	90822	FILLMORE KERN
C	90836	MILFORD (KR)
D	90169	MFS ROCK SPRINGS
	90265	SODA ASH PLANT
	90835	FOOTHILLS TAP
E	90820	MOAB
F	90821	KEMMERER
G	90177	MFS EVANSTON
H	90834	VERNAL
I	90168	MFS WYOMING/COLORADO
J	90162	MFS UTAH/NORTH
K	90163	MFS UTAH/SOUTH
L	90166	MFS INDIANOLA
	90819	CENTRAL TAP
	90818	WECCO TAP (KR)
M	90842	ROSE PARK GATE
N	90841	WRR BIOGAS RECEIPT

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## 5.09 RENEWABLE NATURAL GAS (RNG) TRANSPORTATION SERVICE TO NATURAL GAS VEHICLE (NGV) STATIONS – RNGT

### APPLICABILITY

This Section outlines the terms and conditions for RNG transporters to transport RNG on the Company's system for the purpose of distributing the RNG at the Company-owned NGV stations to the RNG transporters' NGV customers (RNGT Service). Each RNG transporter seeking service under this Section must enter into a written contract for such service, and each such contract will not become effective until approved by the Utah Public Service Commission (Commission).

### DEFINITIONS

Renewable Natural Gas is Biomethane, see Section 7.07, or natural gas with contractually assigned green attributes from Biomethane pursuant to applicable state or federal laws, statutes, rules, or regulations.

Green attributes mean any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Biomethane project, and its avoided emission of pollutants.

Receipt Point (as defined in Tariff glossary) is the point at which measured gas enters the ~~Enbridge Gas~~ DEU system.

### AVAILABILITY

This service is available for transportation of customer-owned RNG from a receipt point on the Company's distribution system to a contractually defined set of connected Company-owned NGV stations in Utah.

### APPLICATION

An RNG transporter who wishes to transport RNG to an NGV station may receive transportation service under this Section to be used at the ~~Dominion Enbridge Gas Energy~~ NGV stations. An RNG production facility under construction may satisfy this requirement but must be placed into service within 18 months of the time transportation service to the Company-owned NGV stations begins. During this 18 month construction window, the RNG transporter may transport natural gas from another source to the Company-owned NGV stations, whether renewable or non-renewable, subject to the remaining terms of this Tariff. If the RNG production facility is not placed into service within 18 months of the contract effective date then service under this Tariff will be terminated.

The Company will require a nonrefundable application fee of \$5,000.00 from each RNG transporter requesting service under this Section, as a partial offset to the Company's costs related to the preparation of a contract for review by the Commission, which fee shall not be refunded whether a contract is ultimately executed. For purposes of application of this fee, one application fee will be assessed for a RNG transporter having multiple receipt and/or delivery points.

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## **FACILITY MODIFICATIONS**

Before entering into a contract with an RNG transporter under this Section, the Company will analyze its system to ensure adequate capacity of Company-owned facilities, including above-the-ground equipment (such as CNG compressors, fuel dispensers, card readers) and below-the-ground infrastructure (such as the service line pressure, upstream capacity) to assure that sufficient capacity exists to extend service to the RNG transporter.

Any costs to modify existing Company facilities or to install new Company facilities required in order to provide service shall be paid to the Company by the RNG transporter in advance of construction, unless other arrangements have been made. All service is subject to the availability of new or additional service requirements shown in § 9.02.

## **REQUIRED CONTRACT**

Each RNG transporter receiving RNGT Service must enter into a contract with the Company, and each such contract shall not be effective until approved by the Commission. The contract will include the following provisions:

- (1) An Approved Receipt Point and daily contract limit for each station where RNG will be delivered.
- (2) Identification of potential Alternate Receipt Points, at which the Company may also, in its sole discretion, accept the RNG transporter's gas. The Company reserves the right to require each RNG transporter to utilize the Approved Receipt Point when, in the Company's sole discretion, its operational needs support such a change from any Alternate Receipt Point(s).
- (3) Provisions to ensure that RNG transporters will defend and indemnify the Company against all claims, demands, costs or expenses for losses of any nature (whether direct or consequential), damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the service or use of gas service by the RNG transporter, or its NGV customers.
- (4) Fees and charges as described below.

An RNG transporter must also execute a QuestLine Access Agreement and return it to the Company before the contract becomes effective.

## **FEES, RATES, AND CHARGES**

As approved by the Commission, an RNG transporter taking service under this Section shall be subject to all fees, rates and charges specified in the contract.

The contract shall include the following rate components:

- (1) A cost-based Administrative fee;
- (2) Distribution Non-Gas Rate;

- (a) Unless otherwise provided in the Commission-approved contract, the RNG transporter shall pay the total Distribution Non-Gas Rate (DNG) as specified in the Natural Gas Vehicle Tariff Section 2.04 (subject to the Energy Assistance cap described in the Conditions of Service below);
- (b) Approval by the Commission of an alternative DNG rate calculated under this Section shall be based on a finding that the amount calculated is just and reasonable and in the public interest. Evaluation of the public interest shall include consideration of use of system facilities and contributions to system fixed costs, and any other items the Commission determines to be relevant.
- (3) The transportation imbalance charge as shown in § 5.04, § 5.05 or § 5.06;
- (4) Local charges and applicable state sales tax stated in § 10.01 and § 10.02; and
- (5) Fuel reimbursement of 1.5% applies to all volumes transported as defined in § 5.01.

**CONDITIONS OF SERVICE**

- (1) The RNG transporter must make nominations each day pursuant to § 5.07. Nominations will have the same priority of firm service as TSS, TSM and TSL.
- (2) The RNG transporter will be subject to all provisions of § 5.08 and will be treated as TSS, TSM or TSL.
- (3) The Energy Assistance rate is subject to a maximum per month and other conditions as specified in § 8.03.
- (4) At least annually the RNG transporter must provide to the Company current contact information as shown in the Contract Term and Acknowledgements provision in § 5.01.
- (5) The RNG transporter must comply with § 7.07 – Gas Quality for any Biomethane delivered directly from a supply facility to the Company’s system.
- (6) At least annually the RNG transporter must provide to the Company evidence that substantially all of the transported volumes received were RNG as defined above.

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## 6. EQUIPMENT LEASING

### 6.01 EQUIPMENT LEASING DISCONTINUED

As of the final order date in Docket No. 07-057-13, the Company no longer leases NGV equipment for:

- (1) Natural Gas Motor Vehicle Conversion Equipment
- (2) Natural Gas Compressors and Fueling Equipment

Any and all leases for such equipment entered into prior to this date will be honored under the former terms of Article 6 until such lease has expired.

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## 7. GENERAL PROVISIONS

### 7.01 TEMPORARY SERVICE

#### TEMPORARY NATURAL GAS SERVICE

Service which is of a temporary nature will be made only at the discretion of the Company. If such service is rendered, applicant will pay in advance for the cost of installing any main extension, service line, regulator, meter or other facility, removing such equipment or making it inoperable at the discontinuance of service.

If after three years of continuous service the customer can demonstrate to the satisfaction of the Company that usage will be of a permanent nature, the Company will determine the applicable firm or interruptible service rate schedule under which service will be permanently provided and will refund any of the installation and removal charges which were in excess of the charges which would have been made for permanent service.

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## **7.02 LIABILITY AND LEGAL REMEDIES**

### **LIABILITY**

The Company will endeavor at all times to provide steady and continuous service but will not be liable to the customer for failure, fluctuations or interruption of service.

The customer will indemnify the Company against all claims, demands, cost or expense for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the serving or use of gas service by the customer, at or on the customer's side of the point of delivery.

Neither the Company nor the customer will be liable to the other for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, federal, state or municipal interference, or other causes not due to neglect, but the cause producing such act or omission will, when possible, be removed with all reasonable diligence.

### **COMPANY'S REMEDIES**

The Company, in addition to all other legal remedies, may terminate service for any default or breach of the provisions of this Tariff for the use of gas by the customer. No such termination or suspension will be made by the Company without written notice to the customer, stating how the Tariff was violated, except in cases of theft of gas by the customer, dangerous leakage on the customer's side of point of delivery, or utilization by the customer of service in such a manner as to cause danger to persons or property.

Failure of the Company at any time to suspend or terminate service or to resort to any legal remedy, will not affect the Company's right to resort to any such remedies for the same or any future default or breach by the customer.

If service to the customer is terminated as provided in this Section, the Company will charge a connection fee, as set forth in § 8.03.

### **THEFT OF GAS**

Theft of gas occurs when a person obtains gas utility services, which are available only for compensation, by deception, tampering or other means designed to avoid the payment due for such utility services. Persons who obtain gas utility services through such means may be subject to civil suit or criminal prosecution.

To minimize and prevent the unlawful use of gas utility services, the Company will use the following procedures in cases dealing with customers who have discontinued gas service or who have had service terminated.

- (1) If the customer breaks or removes the seal placed on the valve following a meter shut-off and restores service, a plug will be placed in the service line.
- (2) If the customer restores service by removing or tampering with the plug, then the meter and regulator will be removed and/or the service will be cut at the main.

In cases where danger to residents or property is present as a result of tampering with Company property, or in cases where customer denies reasonable access to Company facilities, immediate termination will be accomplished by the procedure outlined in paragraph (2) above.

Before service will be restored, the customer must pay:

- (1) For all gas consumed during the period of unauthorized gas use.
- (2) A connection fee as set forth in § 8.03, and
- (3) For associated construction and repair costs.

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**7.03 EMERGENCY SALES SERVICE RESTRICTIONS**

Emergency sales restrictions or interruptions may be necessary in the event of a major disaster or pipeline break. Such restrictions will generally be of short duration. Should the emergency be isolated to a portion of the Company's system, the restrictions will apply primarily to that area.

**PRIORITY FOR TERMINATION OF SERVICE**

To the extent practicable and prudent, restrictions will be made in the following order:

Termination Priority	Customers	Restriction
1st	Interruptible Service.	All use
2nd	Firm commercial and industrial service using more than 3,000 Dth per month.	All use
3rd	Firm commercial and industrial service using between 2,250 and 3,000 Dth per month.	All use
4th	Firm commercial and industrial service using between 1,500 and 2,249 Dth per month.	All use
5th	Residential and all remaining commercial and industrial service.	Isolation by area as required

**PRIORITY FOR RESTORATION OF SERVICE**

To the extent practicable and prudent, restoration of service will be made in the following order:

Restoration Priority	Customers
1st	Hospitals and other immediate social needs.
2nd	Residential service.
3rd	Firm commercial and industrial service using between 1,500 and 2,249 Dth per month.
4th	Firm commercial and industrial service using between 2,250 and 3,000 Dth per month.
5th	Firm commercial and industrial service using more than 3,000 Dth per month.
6th	Interruptible Service.

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## **7.04 CUSTOMER OBLIGATIONS**

### **CUSTOMER INSTALLATION AND MAINTENANCE OF EQUIPMENT**

All pipes and appliances necessary to utilize service that are located beyond the Company's point of delivery, must be installed and maintained by and at the expense of the customer. The customer's pipes should be installed in a manner satisfactory to the Company for connection with the Company's pipes or apparatus and in compliance with approved gas installation codes and regulations for piping and any applicable local ordinances.

#### **MAINTENANCE**

All pipes, apparatus, instruments, meters and materials supplied by the Company will remain its property and will be returned by the customer in the same condition as when received by the customer, except for ordinary wear and depreciation. The Company may at any time examine, change, or repair its property on the premises of the customer and may remove all such property upon or termination of service or at any time thereafter. The Company will clear any stoppage in a service line at its own expense. Stoppage in the customer's fuel line will be cleared at the expense of the customer.

#### **UNAUTHORIZED MAINTENANCE**

The customer will not permit anyone other than those authorized by the Company to adjust, repair, disconnect, or in any way change the meter or other equipment of the Company, nor will any service line be connected, disconnected or removed, except by the Company's agent. In case of loss or damage to the property of the Company caused by unauthorized maintenance by the customer, the customer will pay to the Company the cost of repairing or replacing such property.

#### **REPAIRS**

The customer shall be liable to the Company for all damages or injuries to pipes, meters, apparatus or materials of the Company on the customer's premises caused by means other than normal wear and depreciation. In addition, where there is evidence that the customer has willfully or intentionally interfered with or caused injury to the Company's meter, service line, or any connection made to the customer's fuel line, the Company may, at its option, cut the service line in the street and/or remove the meter. The Company may deny future service to the customer until restitution is made by the customer to the Company, see also, § 7.02.

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## **7.05 RIGHT-OF-WAY AND ENVIRONMENTAL ISSUES**

Every customer, applicant, individual or entity (Requestor) requesting the installation of pipelines and related facilities (Facilities) necessary or incidental to the furnishing of natural gas service will provide, as required by the Company, rights-of-way, easement, public utility easement, or other property rights (collectively “rights-of-way”) necessary for the Facilities.

The Requestor shall ensure that:

- (1) The right-of-way shall be free and clear of any hazardous, dangerous, or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance (collectively “hazardous materials”), the exposure to or the presence, use, management, handling, generation, manufacture, production, storage, treatment, release, threatened release, discharge, emission, disposal, transportation, remediation, cleanup, corrective action, abatement or removal of which is prohibited, controlled or regulated in any manner under any local, state or federal environmental laws or regulations (collectively “environmental laws”);
- (2) No retaining walls or deep-rooted trees or shrubs are allowed within the right-of-way without the Company’s prior written consent;
- (3) No building or other improvements are built or constructed over or across the right-of-way without the Company’s prior written consent;
- (4) No change is made to the contour of the right-of-way without the Company’s prior written consent; and
- (5) The right-of-way is lawfully authorized for the specific use proposed by Requestor, including the installation, operation, maintenance and repair of Facilities.

The Company may pursue available legal remedies to enforce these requirements. Rights-of-way may include lands remediated in accordance with applicable environmental and other laws, regulations, and orders; however, the Company shall not be precluded from imposing additional requirements to ensure proper environmental and safety conditions. Any associated costs and expenses shall be borne by Requestor.

Further, if, in the Company's reasonable judgment, a condition exists on Requestor’s premises, whether prior to or subsequent to the granting of a right-of-way, or on the right-of-way itself, which is unsafe or hazardous or presents an unacceptable environmental risk or liability, the Company may discontinue service or refuse to install facilities for new service to the Requestor. Service will not be reinstated or commenced until the Requestor demonstrates, to the Company's reasonable satisfaction, that the location is safe and free of any and all types of hazardous materials or any activity or hazardous condition on, under, above or related to the Requestor’s premises potentially giving rise to liability resulting from or based on any violations of any applicable environmental laws or the presence or migration of hazardous materials.

The Company shall not be responsible for any costs, expenses, or other liabilities, including, but not limited to, liability associated with personal injury, death or property damage arising from the environmental remediation, cleanup, corrective action, abatement or removal of hazardous materials on the Requestor's premises.

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## **7.06 MOBILE HOMES AND MOBILE HOME PARKS**

### **CONDITIONS OF SERVICE**

For service to mobile home parks and mobile homes, the following conditions must be met:

- (1) Adequate right-of-way must be furnished for necessary facilities.
- (2) Mobile homes will not be set on or over an existing main or service line.
- (3) The mobile home to be served must be supported on all four corners in a manner which, in the opinion of the Company, will permit the safe installation of a service line connection.
- (4) The connection between the gas supply outlet and the mobile home fuel line will be made outside the mobile home by means of an approved type of connection of adequate flexibility not to exceed six feet in length.
- (5) At the time the Company turns the gas on at a mobile home, a meter spot test will be performed as indicated in § 9.01 of this Tariff. If the mobile home is located in a master metered mobile home park, a manometer will be used to spot test the customer's piping.

### **DIRECT SERVICE TO MOBILE HOME NOT IN A PARK**

The Company may provide direct service to an individual mobile home not located in a mobile home park, subject to the service conditions listed above. Such direct service may be classified by the Company as temporary service. The mobile home owner will have sole responsibility to notify the Company when gas is to be turned on or off at the mobile home.

### **DIRECT SERVICE TO MOBILE HOME IN A PARK**

The Company will provide direct service to an individual mobile home located in a mobile home park subject to the Conditions of Service listed above, and also the following:

- (1) The mobile home owner will have sole responsibility to notify the Company when gas is to be turned on or off at the mobile home.
- (2) The mobile home park owner must provide adequate protection for the gas risers and meters in a manner approved by the Company. If, for the convenience of the Company, the meter is located to require underground piping from the meter to the mobile home, the point of delivery will be the upward end of the gas riser which connects to the mobile home fuel line.
- (3) The mobile home park owner or mobile home owner agrees to pay for the relocation of any service line required to provide direct service to a mobile home in a park.
- (4) All equipment installed on the park owner's property by the Company will remain the property of the Company.

**MASTER METERED MOBILE HOME PARKS**

The Company will not serve new mobile home park applicants on a master meter. The Company will provide service to mobile home parks with existing master meters subject to the Conditions of Service listed above, and also the following:

- (1) The park owner will have sole responsibility to notify the Company when gas is to be turned on at a newly set mobile home. Discontinuance of service will conform with applicable state regulation (192.727(d)).
- (2) Gas furnished to the mobile home park cannot be resold by the owner or operator of the park. Gas used in the mobile home park will be billed to the park owner or operator at regular monthly intervals. The park owner may allocate a portion of such bill to each mobile home user on an appropriate basis (e.g., square feet of living space), the sum of such allocations not to exceed the total bill rendered to the park owner by the Company.
- (3) All equipment installed upon the park owner's property by the Company will remain the property of the Company.
- (4) No additional mobile home connections will be added to any existing master meter in a mobile home park.

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## 7.07 GAS QUALITY

### APPLICABILITY

Any natural gas supplies transported on or delivered to ~~Dominion Enbridge Gas Energy Utah's~~ system must conform to either FERC-approved Tariff specifications or the requirements of this Tariff Section 7.07, except as otherwise set forth below.

### ACCEPTANCE OF GAS

If any gas supplies tendered for receipt to ~~Dominion Enbridge Gas Energy Utah's~~ system fail at any time to conform to the quality specifications set forth herein, ~~Dominion Enbridge Gas Energy Utah~~ may refuse to accept receipt of the non-conforming supplies. ~~Dominion Enbridge Gas Energy Utah's~~ refusal to accept non-conforming supplies does not relieve the Applicant of any of its obligations under this Tariff. ~~Dominion Enbridge Gas Energy Utah~~ will notify an Applicant when the Applicant's gas does not conform to ~~Dominion Enbridge Gas Energy Utah's~~ specifications. However, such notification does not relieve the Applicant of its responsibility to monitor test results and to take corrective action if needed. ~~Dominion Enbridge Gas Energy Utah~~ may elect to accept non-conforming natural gas supplies, in its sole discretion. ~~Dominion Enbridge Gas Energy Utah's~~ acceptance of gas supplies that do not conform to these specifications does not constitute any waiver of ~~Dominion Enbridge Gas Energy Utah's~~ right to refuse to accept similarly non-conforming gas.

### GAS QUALITY SPECIFICATIONS

~~Dominion Enbridge Gas Energy Utah~~ may refuse to accept gas that does not conform to the specifications listed below and other requirements set forth in this Tariff:

1. Interchangeability. The Wobbe Index of the gas shall not be less than 1,309 and not greater than 1,382. Wobbe Index is derived by dividing the higher heating value of the gas in Btu per standard cubic foot by the square root of its specific gravity with respect to air. ~~Dominion Enbridge Gas Energy Utah~~ defines "standard cubic foot" as a cubic foot of gas at 14.73 psia and 60 degrees Fahrenheit.
2. Hydrogen Sulfide. The gas shall contain no more than 0.25 grains of hydrogen sulfide, measured as hydrogen sulfide, per one hundred standard cubic feet [4 parts per million (ppm)].
3. Inert Substances. The gas shall not contain total inert substances in excess of 3 percent by volume and carbon dioxide (CO<sub>2</sub>) in excess of 2 percent by volume.
4. Merchantability. The gas shall not contain dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of ~~Dominion Enbridge Gas Energy Utah~~, or which shall cause the gas to become unmarketable.
5. Hazardous Substances. Except as otherwise expressly set forth herein, gas levels of substances shall not exceed levels deemed hazardous or toxic that are subject to regulation by the Environmental Protection Agency or any State agency having similar jurisdiction or authority.
6. Oxygen. The gas shall contain less than 0.2 percent of oxygen by volume of gas.
7. Temperature. The gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 35 degrees Fahrenheit at any receipt or delivery point.

8. Total Sulfur. The gas shall not contain more than 5 grains of total sulfur per 1,000 standard cubic feet (MSCF) or 8.4 parts per million by volume (ppmv), of which not more than 2 grains shall be mercaptan sulfur.
9. Water Vapor. The gas shall contain no more than 7 pounds of water vapor per million standard cubic feet.
10. Liquids. The gas tendered for transportation at a receipt point shall not contain any free liquids of any nature and shall have a Cricondenthem Hydrocarbon Dew Point (CHDP) of 15 degrees Fahrenheit or less.
11. CHDP Calculation. ~~Dominion Enbridge Gas Energy Utah~~ shall perform the CHDP calculations using, in ~~Dominion Enbridge Gas Energy Utah's~~ sole discretion, the Peng-Robinson calculation or other industry-recognized equation of state and C9+ gas chromatograph composition analysis. In the event of a dispute over calculated CHDP temperature at a given receipt point, ~~Dominion Enbridge Gas Energy Utah's~~ calculated value shall control unless the disputing party can clearly identify the cause of the error.

## **BIOMETHANE**

### **Definitions**

The following definitions shall apply in interpreting this Section 7.07 of ~~Dominion Enbridge Gas Energy Utah's~~ Utah Natural Gas Tariff.

“Applicant” means a producer seeking to deliver Biomethane directly to the ~~Dominion Enbridge Gas Energy Utah~~ system.

“Biogas” means gas that is produced from the anaerobic decomposition of organic material. The gas is a mixture of methane, carbon dioxide, and other constituents, and must be conditioned into Biomethane prior to receipt into the ~~Dominion Enbridge Gas Energy Utah~~ system.

“Biomethane” means Biogas that meets the gas quality standards of this Tariff, and any other standards imposed by ~~Dominion Enbridge Gas Energy Utah~~ in its sole discretion, and any applicable standards for injection into a common carrier pipeline. Biomethane must be free from bacteria, pathogens and any other substances injurious to utility facilities, customer equipment or people, or other constituents that would cause the gas to be unmarketable.

“Hazardous Waste Landfill” means all contiguous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste. The facility may consist of one or more treatment, transfer, storage, resource recovery, disposal, or recycling hazardous waste management units, or combinations of these units.

### **Additional Facilities**

Applicants seeking to deliver Biomethane for transportation on ~~Dominion Enbridge Gas Energy Utah's~~ system shall bear all actual costs for engineering and construction or modification of any facilities that ~~Dominion Enbridge Gas Energy Utah~~ deems, in its sole discretion, to be necessary, appropriate or convenient. Such facilities may include, but are not limited to, taps, valves, piping, measuring equipment, gas sampling equipment, odorizing equipment, pressure regulation equipment, land rights, permits, communication equipment, software programming, and scheduling systems. All

such equipment shall be and remain the property of Dominion Enbridge Gas Energy Utah. Applicant shall enter into agreement(s) with Dominion Enbridge Gas Energy Utah addressing such engineering, construction, modification and payment.

**Requirements**

Dominion Enbridge Gas Energy Utah may, but is not required to, accept Biomethane for transportation or delivery on its system if it determines, in its sole discretion, that:

- (1) The Biomethane is free from bacteria, pathogens and any other substances injurious to utility facilities or people, or other constituents that would cause the gas to be unmarketable;
- (2) The Biomethane can be delivered into Dominion Enbridge Gas Energy Utah's existing high-pressure system at a point with sufficient flows and pressures to enable blending sufficient to ensure proper dilution of constituents;
- (3) The Applicant may only deliver Biomethane into Dominion Enbridge Gas Energy Utah's system for redelivery to an identified customer pursuant to the terms and conditions of an applicable rate schedule in this Tariff.
- (4) Delivery of the Biomethane into Dominion Enbridge Gas Energy Utah's system will not jeopardize the integrity or normal operations of Dominion Enbridge Gas Energy Utah's system or otherwise adversely affect Dominion Enbridge Gas Energy Utah's customers; and
- (5) The Biomethane complies with any gas quality specifications including those set forth above and any additional specifications required by Dominion Enbridge Gas Energy Utah.
- (6) Biomethane that is found to comply with these provisions may only be accepted at a Dominion Enbridge Gas Energy Utah receipt point using standard nominating provisions for delivery to an end-user under an approved Dominion Enbridge Gas Energy Tariff schedule.

Additionally, if Dominion Enbridge Gas Energy Utah determines that it will accept an Applicant's Biomethane into its system, the Applicant shall pay for any initial and ongoing testing and/or monitoring of the Biomethane, as well as any baseline and/or ongoing monitoring of Dominion Enbridge Gas Energy Utah's system that Dominion Enbridge Gas Energy Utah, in its sole discretion, deems necessary, appropriate or convenient.

Dominion Enbridge Gas Energy Utah will not accept Biogas or gas sourced from Hazardous Waste Landfills into its system. Applicant must certify and provide documentation or other suitable proof that any Biomethane source feedstock was not derived or collected from a hazardous waste landfill, as defined herein.

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## **8. GENERAL BILLING PROVISIONS**

### **8.01 GAS MEASUREMENT**

#### **METERING**

The Company will supply the customer with gas to each separate building or structure only through the metering facilities furnished and owned by the Company. The Company will determine the place for setting or resetting a meter.

In some locations, the Company may determine that meter protection is required to prevent damage from vehicles and/or snow and ice, and will work with the customer to ensure that any such meter protection equipment is installed. The Company may permit the customer to install its own meter protection equipment, provided that the equipment is satisfactory to the Company. See §9.04 for details on costs. The Company will not commence service until Company-required meter protection is installed. If a customer tampers with or removes meter protection equipment, the Company may exercise remedies outlined in § 7.02 up to and including termination of service.

#### **POINT OF DELIVERY**

All rate schedules apply to gas received at one point of delivery, the outlet of the Company's meter set. Multiple delivery points to a single customer may be combined as one point of delivery where it is desirable for the Company's operating convenience to render one bill. In no event shall multiple delivery points be combined into a single service agreement where the delivery points are not connected to the same service line.

#### **MULTIPLE RATES**

Interruptible sales customers are allowed to base load a portion of their usage on firm sales service. In such cases, gas delivered through the meter will be billed on a daily basis, if the data is available, in the following schedule order; GS, FS, IS. TBF transportation customers are allowed to base load their usage with interruptible transportation service and will be billed on a daily basis as follows: TBF, TSS, TSM, TSL. In every case the highest basic service fee will apply. Customers selecting multiple rates must specify a maximum daily contract limit by rate schedule. The billing for volumes exceeding contract limits will revert to the first rate block in subsequent rates.

#### **MASTER METERING**

##### **Mobile Home Parks**

The Company will not serve new mobile home park applicants on a master meter. For service to existing master metered mobile home parks, see § 7.06.

##### **Residential and Commercial Structures**

New natural gas service to any residential or commercial structure will not be provided through a master meter unless it is determined by the Company that a master meter is the only feasible method of providing such service.

**Industrial Structures**

As determined solely by the Company on a case-by-case basis, two or more permanent industrial structures on adjacent private properties and owned by one individual or business entity may be served through a master meter.

**METER READING INTERVALS**

Meters will be read at regular intervals of approximately 30 days. Usage will be estimated using established calculation procedures if a meter read is not obtained. When the customer denies reasonable access to Company facilities, the Company may exercise remedies set forth in § 7.02.

**METER TESTING BY COMPANY**

At any time the Company may at its own expense test any of its meters. If a meter test shows evidence of tampering, the Company may proceed with any of the remedies set forth in § 7.02.

**METER TESTING AT CUSTOMER'S REQUEST**

Upon written request of the customer, the Company will promptly complete a meter test after receipt of such request. If such test shows the average error of the meter to be 3% or less, the customer will pay for the test if the meter has already been tested within the previous twelve months, see § 8.03. If a tested meter shows an average error of more than 3% (plus or minus), the Company will refund any overbilling if the meter is fast, and the customer will pay any under billing if the meter is slow, based on the nearest corresponding equal period of use by the customer at the premises when the meter was operating accurately. In instances where there is insufficient billing history of the customer at the premises, a reasonable consumption will be determined by the Company from monitored usage after the meter change. Correction of billing will be made in accordance with § 8.02.

**NON-REGISTERING METERS**

If the Company's meter fails to register at any time, the gas delivered or used by the customer during such failure, in the absence of a more accurate basis, may be determined using consumption from the customer's nearest corresponding equal period of usage at the premises when there was no such failure. In instances where the accurate operation of the meter cannot be determined or where there is insufficient billing history of the customer's usage at the premises, a reasonable consumption will be determined by the Company from monitored usage after the meter change. If necessary, the Company may use other established calculation procedures. Correction of billing will be made in accordance with § 8.02.

**METER ACCESS**

The Company has the right of access to the customer's premises at all reasonable times, and the customer will permit and make provision for unobstructed access for the purposes of reading, inspecting, relocating or removing the meter, or for any other purpose pertaining to natural gas service as may be necessary for the protection of the Company, its facilities and/or the customer.

**METER RELOCATION AND/OR SERVICE LINE CHANGE AT CUSTOMER REQUEST**

If the customer requests that the meter or service line be relocated, the Company will determine the feasibility of the move and provide a cost estimate for the work. The estimate will be based upon, but not limited to, the current cost of service line installation, meter resetting, permit fees

and service deactivation if required. Upon acceptance of the estimate and payment by the customer, the work will be scheduled and completed.

**METER SIZING**

The sizing and design of meter sets will be established by Company personnel on the basis of the expected deliverability requirements of the customer.

At a customer’s request, the Company will review the deliverability requirements. If a meter set change is warranted, any such change will be made at the Company’s convenience. A meter set change may require a different Basic Service Fee (BSF) as set forth in § 8.03.

If a meter set change is required, the customer will be charged for the meter set change on the basis of equipment, labor, material and supplies utilized, except when the change is due to Company error.

**AVERAGE HEAT CONTENT**

The average heat content of gas deliveries in the State of Utah will be approximately 1,020 Btu/cubic foot of gas measured at 14.73 psia and 60° F on a dry basis. However, the actual heat content may vary from location to location and will be determined and billed as indicated below. In any event, actual heat content will not vary outside the limits of 980 to 1,170 Btu per cubic foot.

**VOLUME TO DTH CONVERSION**

The Volume Multipliers shown on the customer's billing statement adjusts the volume of gas as measured by the Company's meter to the actual heat content of gas as measured and sold in dekatherms (the customer’s actual Dth usage). The heat content of the gas flowing in the Company's lines will be the arithmetical average of the daily average heat content, as determined from recording calorimeters or other appropriate devices.

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**8.02 BILLING PROCEDURES**

**SERVICE PERIOD**

The billing of gas service will be made at regular intervals of approximately 30 days at the rates in effect for the service period. If more than one rate is in effect during the service period, bills will be prorated accordingly. Due to weekends, holidays, service terminations and initiations, it is not always possible to read meters on the same date each month resulting in a variance in the number of actual days in the service period. A standard billing period is approximately 30 days. If the billing period contains more or less days than the standard billing period, the block break points will be prorated proportionately to match the number of days in the billing period. The customer's actual Dth usage is billed using the appropriate block rates and the adjusted block break points as shown below.

Block Break Points (Dth)	X	Actual Billing Days	/	30	=	Adjusted Block Break Points (Dth)
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Fixed charges will be charged for each standard billing period so that a customer will receive 12 charges per year. An exception will occur for billing periods under 20 days when fixed charges will be assessed as follows:

Billing Periods 0 – 19 Days

Fixed Charges (\$)	X	Actual Billing Days	/	30	=	Adjusted Fixed Charge Amounts (\$)
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**PRORATION PROCEDURE**

For any billing period during which two or more approved rates are in effect, block break points for those affected customers will be prorated. The block break will be prorated proportionately to match the number of days for each effective rate in the billing period as follows:

Block Break Points (Dth)	X	Billing Days For Effective Rate	/	Actual Billing Days	=	Adjusted Block Break Points (Dth)
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The volumes for each billing period will then be prorated proportionately to match the number of days for each effective rate in the billing period as follows:

Billed Dth Usage	X	Billing Days For Previous Rate	/	Actual Billing Days	=	Dth Attributed To Previous Rate
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Billed Dth Usage	X	Billing Days For Current Rate	/	Actual Billing Days	=	Dth Attributed To Current Rate
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The customer's Dth usage attributed to each effective rate is then billed using the appropriate block rates, and the adjusted block break points. A similar calculation will yield the prorated result if there are more than two approved rates in effect during the customer's billing period. The above procedure also applies to proration between winter and summer rates, where applicable.

Fixed charges will be assessed each billing period and will be based on the fee in effect at the time of billing.

**BILLING ADJUSTMENTS**

The Company will make every effort to ensure accuracy at the time new meter sets are completed.

When incorrect billings occur, the Company will have the right to make billing corrections regardless of the cause of error. Corrections will be limited to the periods described in the following table. The periods relate to the time immediately preceding the date of discovery of the error. The limitations described in this Section do not apply to instances of customer fraud, theft of gas, see § 7.02, where access to meter has been denied, see § 8.01, or to sales taxes which are separately itemized when billed. A customer will be allowed to pay the amount due on a billing adjustment in equal payments without interest over a period equal to the time period over which the account has been adjusted.

<b>Cause of Error</b>	<b>Adjustment Limitation</b>
Non-registering meters	3 months
Slow registering meters	One-half the period since the last meter test, or 6 months, whichever is less
Fast registering meters	Same as slow registering meters or back to the date of the cause of the error, if date can be determined
Crossed Meters	24 months
All other errors (e.g., incorrect billing factors, incorrect service or rate class classification, incorrect meter reading or recording)	24 months
Transponder-related billing errors	6 months Back-billed amount may be paid over twelve months without interest

**LOCAL CHARGES**

Many municipalities have imposed a Municipal Energy Sales and Use Tax (MET), or a contractual franchise fee, or a combination of both on natural gas service. These local charges cannot exceed 6%, either separately or combined. Monthly bills for customers within the corporate limits of a municipality imposing any local charges will show a separately itemized line for each applicable local charge. The franchise fee is calculated by applying the franchise fee percentage to the total customer charges for gas service. The MET is calculated by applying the MET percentage to the total customer charges for gas service, including any franchise fee. In municipalities with both a franchise fee and a MET, the franchise fee percentage is allowed as a credit against the MET percentage. To reflect the credit of the franchise fee against the MET, the customer’s bill will show a “net MET” percentage, i.e. if the franchise fee is 2% and the MET is 6%, the net MET will be 4%. Local charges collected from customers are remitted to each municipality monthly along with a revenue report.

Some customers may qualify for an exemption from paying these taxes.

The Company is not responsible for collecting the MET from transportation service customers.

**STATE CHARGES**

Utah state sales tax is calculated by applying the sales tax percentage to the total customer charges for gas service, including any franchise fee. The amount collected from customers is remitted to the Utah State Tax Commission monthly along with a revenue report.

Some customers may qualify for an exemption from paying these taxes.

The Company is not responsible for collecting the sales taxes from transportation service customers.

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## 8.03 FEES AND CHARGES

### BASIC SERVICE FEE (BSF)

Customers taking service on rate schedules GS, FS, TBF, MT, TSS, TSM, TSL and IS will be billed an annual BSF on a monthly basis for each meter installed. In no event will a customer be billed more than one BSF for each meter. A customer will be required to pay the BSF for each month during a temporary discontinuance of service.

The amount of the BSF is based on the meter capacity as shown in the table below:

Basic Service Fee Classification	
BSF Category	Meter Capacity in cu. ft./hr. @ Delivered Pressure
1	0 to 899
2	900 to 6,999
3	7,000 to 23,999
4	Greater than 24,000

### CONNECTION FEE

When natural gas service is initiated or changed from one party to another at a premises, there will be a connection fee as set forth below. The connection fee is applicable to all customers. There may be additional charges for shut off non-pay customers in accordance with provisions below. Tax at the applicable state and local rates will be charged on any connection fee.

#### **Limited Connection Fee**

This fee will be charged when initiation of service or a change of service is requested and the Company only reads the meter, removes the meter seal and conducts a spot test on the premises.

#### **Read-only Connection Fee**

This fee will be charged when only a meter read is required for the initiation or change of service at a premises.

#### **Exemption**

Rental property owner (RPO) accounts are exempt from connection fees where the RPO has a valid agreement with Company to leave service on to rental property during the interim between tenants. This exemption does not apply to RPO accounts initiated at the time of execution of the referenced agreement.

### MINIMUM CHARGES

Minimum charges for firm or interruptible sales or transportation rate schedules are prorated to the period during which gas service is available. If a customer changes to a different rate schedule or discontinues service, any applicable prorated minimum charge will be due at the date of discontinuance of service or the change to a different rate schedule.

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## **SECURITY DEPOSITS**

To secure payment for service, the Company may require a security deposit from either an applicant or an existing customer under the circumstances listed below. When a security deposit is required by the Company, such security deposit will be held to be a guarantee fund. If the customer's account becomes delinquent, the Company may terminate service to the customer even if the amount of the security deposit and accrued interest is more than enough to pay the delinquent amount. The Company may also terminate service to the customer upon failure to pay a required security deposit.

### **Residential**

The Company may require a security deposit equal to 1.0 times the highest monthly charge at the premises over the last 12 months from a residential customer with poor credit (e.g., a customer whose service has been terminated for non-pay, or who has a history of poor credit or delinquency with the Company). A residential customer may also be required to pay a security deposit of \$125.00 or 1.0 times the highest monthly charge, whichever is greater, if service is or has been obtained through fraud and/or service diversion; upon filing bankruptcy; or for refusal to provide valid identification.

A residential customer may pay the security deposit in three equal monthly installments, provided that the first of the three payments is made at the time the deposit is required.

### **Non-Residential**

Payment of a security deposit may be required at application for service if a customer has not previously established a normal credit status on a non-residential account with the Company. If a security deposit is not required at application for service or has been refunded to the customer, the Company may require a security deposit thereafter when a customer demonstrates poor credit with the Company. A non-residential customer will be deemed to have poor credit if an account becomes 60 days delinquent within the first year of service and/or 90 days delinquent after the first year of service; if service is obtained through fraud and/or service diversion; upon filing bankruptcy or for refusal to provide valid identification. The security deposit for a non-residential customer will equal twice the highest monthly charge at the premises over the last 12 months.

### **Estimated Security Deposit**

If a usage history is unavailable for the premises, the Company will estimate usage using established calculation procedures, which may include the input rating of the customer's gas equipment and historical temperature data.

### **Transfers**

A security deposit may be transferred from one account to another with the originating customer. However, a security deposit is not transferable from one customer to another.

### **Refund or Application of Security Deposit**

After timely payment of 12 consecutive monthly bills, a customer's security deposit, with interest, will be refunded to the customer. At the time a customer discontinues service, the security deposit plus accrued interest will be applied to any arrears and to the final bill, with any excess refunded to the customer.



**Interest**

Interest will accrue on a security deposit at the rate set forth below.

**FINANCE CHARGES AND INTEREST**

	Rate Per Month	Approximate Annual Rate
Finance Charges (Calculated on unpaid balance)		
Past due bills	1.00%	12.00%
Deferred Payment Agreements	1.00%	12.00%

Interest on Security Deposits – Monthly and annual rates based on Calculation of Carrying Charge as described in § 8.07.

**MISCELLANEOUS CHARGES**

	Amount Of Charge
Returned check	\$ 20.00
Connection Fee	
Limited Connection Fee	\$ 15.00
Read-only Connection Fee	\$ 8.00
Same Day Reconnection Fee	\$100.00
Additional charges where applicable	
Line plugged	\$ 50.00
Meter removed, and/or service disconnected at the main (plus street permit fee)	\$300.00
Special test of meter at customer's written request, see § 8.01 as to when this charge is applicable.	Minimum of \$ 25.00
Meter relocation at customer request, see § 8.01.	Labor & materials minimum of \$100.00

**ENERGY ASSISTANCE FUND**

The Energy Assistance Fund is intended to help qualified low-income customers pay for their natural gas utility bills.

**Energy Assistance Funding**

The Energy Assistance funding will be accomplished through a rate assessed to all customers on all rate schedules except qualified customers receiving Energy Assistance. The Energy Assistance rate is calculated based on an equal percentage for each rate class. A customer's Energy Assistance charge may not exceed \$50 per month.

**Energy Assistance Eligibility**

- (1) A customer must qualify annually through the Utah Department of Community and Culture or equivalent agency, to receive the Energy Assistance credit.
- (2) Eligible customers will receive a one-time credit on their monthly bill after the Company receives notification of their qualification.
- (3) Customers that receive HEAT assistance during a heating season will be exempt from the Energy Assistance rate in that same heating season.
- (4) Customers who receive the credit will not be assessed the Energy Assistance charge for 12 months following qualification.

**Energy Assistance Balancing Account**

Items in the Energy Assistance Balancing Account (Account 191.8) will include:

- (1) Energy Assistance rate collection.
- (2) Energy Assistance credit.
- (3) Administrative costs.
- (4) Interest expense.

No less than once per year, the Company will file with the Commission to adjust the Energy Assistance rate and the Energy Assistance credit to target the \$1.5 million funding level established in Docket No. 09-057-16. To the extent the Company collects or pays out more or less than \$1.5 million, these differences will be included in the filing.

**Two-Way Carrying Charge**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, shall be applied to the Energy Assistance Balancing Account (Account 191.8) as adjusted for the corresponding tax deferral balance in Account 283. Interest will be assessed on the monthly balance of this account.

**UTILITY BILL ASSISTANCE PROGRAM (UBAP)**

Utah Code Ann. § 54-4-42 established the Utility Bill Assistance Program (UBAP) to provide eligible utility customers with an additional \$200 annual bill credit to use against account balances owed for utility service. UBAP will be available to eligible customers only to the extent that UBAP program funding is available and has been provided to the Company.

**UBAP Funding**

The Utah Division of Public Utilities (Division) will provide funding to the Company for the UBAP assistance when, in the Division's sole discretion, such funding is available, and pursuant to Utah Code Ann. § 54-4-42. The Company will apply the funding to eligible customers' outstanding natural gas bills as set forth below.

At program inception and at the beginning of each subsequent year, the Company will provide an estimate of participants for the program to the Division. Periodically the Company will provide the Division with information about the number of new eligible customers and the anticipated funding requirements. These estimates will not exceed three months. The Division will provide funding, if available, to meet those projections. The Company will place the funding into the UBAP Account (Account 191.801) and will disburse funds to eligible customers as set forth below.

If the funding provided to the Company is insufficient to assist all eligible customers during the quarter, then the Company will provide the Division with updated information. The Division will provide additional funding, if available, in order to ensure that all eligible customers receive available assistance.

If the Division notifies the Company that no further funding will be provided, then the Company will apply the available funding to eligible customers' bills, on a first come first served basis, and then no further UBAP assistance will be available to customers.

**UBAP Bill Credit Eligibility**

To be eligible for UBAP bill credits, a customer must receive bill payment assistance pursuant to Utah Code Ann. § 54-7-13.6.

**UBAP Bill Credit**

Eligible customers will receive an annual, one-time \$200 credit on their monthly bill. One credit will be paid per program year. The Energy Assistance program year begins in August and ends in July of the following year. This credit will be supplemental to any other assistance the eligible customer may receive under any other low-income assistance program.

**UBAP Reporting**

Semi-Annually the Company will report to the Commission concerning amounts expended since the program's inception, amounts remaining to fund credits and verification of customer eligibility.

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	243-034	12	July <del>March</del> 17, 2023 <del>4</del>

## **8.04 PAYMENT PROCEDURES**

### **PAYMENT SCHEDULE**

All bills are due and payable within 20 days of the billing date.

### **PARTIAL OR DELAYED PAYMENT**

If a customer makes a payment that is less than the total amount of the bill rendered, the Company will apply the payment first to the oldest arrears and to accrued interest, and any remainder will be applied to the bill for current service. Gas service charges remaining unpaid at the time the next month's bill is processed will be subject to a monthly interest charge, as set forth in § 8.03. The monthly interest charge will continue to accrue on unpaid balances until paid in full.

### **RETURNED CHECKS**

The Company will impose upon the customer a charge as set forth in § 8.03, for any check not honored by the customer's bank for any reason.

### **COLLECTION COSTS**

Customer will be responsible for any court costs, attorney's fees and/or collection agency fees, incurred in the collection of unpaid accounts.

### **DEFERRED PAYMENT AGREEMENT (DPA)**

#### **Eligibility**

If a residential customer is unable to pay a delinquent balance in full on demand, the Company will offer a DPA provided the customer is not presently in default on a previous deferred payment agreement. If service has already been terminated, an eligible customer can have service restored at any time by paying or arranging to pay for the connection fee and agreeing to a DPA within 48 hours after service reconnection. The connection fee may be included in the total amount to be paid over the term of the DPA. DPAs to non-residential customers are offered only at the Company's discretion and terms.

#### **Terms**

The full amount of the DPA, plus finance charges as set forth in § 8.03, must be paid within 12 months or less and the customer must make the first monthly installment at the time the DPA is initiated. The customer agrees to pay all current bills for gas service when due, plus the monthly installment of the DPA. Accelerated payments or payment in full of the outstanding balance may be made at any time; however, accelerated payments will not relieve the customer of a monthly payment on the DPA.

#### **Default**

A customer in default on a DPA is subject to termination of service. To avoid termination, payment in full is required of the remaining deferred amount and any accrued arrears. Subsequent DPAs after default will be offered at the Company's discretion.

**Content**

The deferred payment agreement can be written to include all outstanding charges for gas consumption, connection fees, and charges for accidental damage to equipment. The deferred payment agreement will not include security deposits, connection fees where theft of service is involved, or gas consumption or damages to equipment resulting from theft or attempted theft.

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## 8.05 BUDGET PLAN

To spread gas bill amounts evenly over the entire year, General Service customers may elect to utilize the Budget Plan and pay a predetermined monthly amount. On the basis of prior usage history or estimated usage, the customer's annual bill is computed under current rates and divided into 12 equal payments. Actual billings for customers utilizing the Budget Plan will be calculated each month according to the regular provisions of this Tariff. The monthly budget plan payment amounts may be adjusted by the Company during the year if actual and accrued billings deviate substantially or if a rate change of 5% or greater is approved.

If at the end of the Budget Plan Year, there is an overpayment or an underpayment on an account, the customer's projected monthly budget plan payment amount will be adjusted, spreading the difference over the next 12 months, interest free, unless a customer requests an immediate refund or credit.

A customer will be dropped from the plan if two consecutive payments are missed, resulting in a 60-day delinquency. To be eligible for the Budget Plan, a customer's account must not be delinquent.

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**8.06 INTEGRITY MANAGEMENT DEFERRED ACCOUNT**

The purpose of the Integrity Management Deferred Account is to recover on a dollar-for-dollar basis, costs related to transmission and distribution integrity management programs. These programs are required by Pipeline and Hazardous Materials Safety Administration under the U.S. Department of Transportation.

**BALANCING ACCOUNT ACCRUAL**

Each month all integrity management costs will be accrued into the Uniform System of Account No. 182.313 Other Regulatory Asset – Pipeline Integrity and Account No. 182.314 Other Regulatory Asset – DIMP. All actual integrity management costs are to be recorded in these deferred accounts. Each month a credit entry will be made to these accounts with an offsetting debit entry to expense Account No. 887 that reflects a fixed monthly amount updated in each general rate case. This entry includes an amount related to projected current costs and an amount related to the over or under collection of prior period costs. Interest will be assessed monthly on the balance in the 182.313 and 182.314 accounts at the Commission approved carrying charge rate as described in § 8.07 – Calculation of Carrying Charge.

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**8.07 CALCULATION OF CARRYING CHARGE**

On or before March 1 of each year, the Company shall calculate an annual carrying charge and file a letter with the Commission reflecting this rate, to be effective on April 1 of each year. This charge shall be based on the average annual Aaa and Baa Corporate interest rates for the preceding calendar year. The calculated rate shall be applied to the following accounts:

- 182.3 Pipeline Integrity Management (TIMP & DIMP)
- 182.4 Energy Efficiency Account
- 182.45 Sustainable Transportation Energy Plan (STEP)
- 191.1 Gas Pass Through Costs Account
- 191.4 Voluntary Renewal Natural Gas Balancing Account
- 191.5 Voluntary Carbon Offset Balancing Account
- 191.8 Energy Assistance Account
- 191.9 Conservation Enabling Tariff
- 235.1 Customer Deposits

The current effective interest rate is 4.58%.

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## **8.08 BILLING FOR OTHER ENTITIES**

### **ELIGIBILITY**

~~Dominion Enbridge Gas Energy Utah~~ may contract with other entities to utilize the ~~Dominion Enbridge Gas Energy Utah~~ utility bill to charge customers for non-utility goods or services, subject to the provisions set forth in this Section 8.08. Only entities that are authorized by and maintain authorization from the Utah Insurance Department (Department) to operate as a “service contract provider” pursuant to Utah Code Ann. § 31A-6a-101 et seq. and the applicable administrative rules in Utah, and that provide service contract programs directly or indirectly related to utility services including electrical service, natural gas service, water service, sewer service, or household appliances (third party services) may be eligible to contract with ~~Dominion Enbridge Gas Energy Utah~~ for the use of third party billing services. ~~Dominion Enbridge Gas Energy Utah~~ will only contract with third parties if it determines, in its reasonable discretion that allowing the entity to utilize the ~~Dominion Enbridge Gas Energy Utah~~ bill is not likely to adversely impact ~~Dominion Enbridge Gas Energy Utah’s~~ customers.

An eligible third party must receive either written or verbal permission from the ~~Dominion Enbridge Gas Energy Utah~~ customer to include the billing for third party services on the customer’s ~~Dominion Enbridge Gas Energy Utah~~ utility bill. An eligible third party must retain proof that a customer gave such permission for a minimum of two (2) years. The third party must have a toll-free call center to handle customer inquiries related to the third party service. The third party must allow the customer to cancel service at any time, including before the first payment is made.

An eligible third party must allow and provide a method for customers to opt-out of receiving any future marketing materials at any time.

### **THIRD PARTY COMMUNICATIONS WITH ~~ENBRIDGE GAS DOMINION ENERGY~~ CUSTOMERS**

~~Dominion Enbridge Gas Energy Utah~~ will provide third-party billing services to a third-party biller only if all of the third-party biller’s promotional materials for such service include a clear and prominent statement that:

- (1) The product or service is not being offered by ~~Dominion Enbridge Gas Energy Utah~~;
- (2) The entity offering the product or service is separate from ~~Dominion Enbridge Gas Energy Utah~~; and
- (3) The decision to purchase or not purchase the product or service will not impact natural gas service.

Failure to comply with this requirement will result in revocation of third party billing services, and future ineligibility for such services.

### **INITIAL COSTS**

An eligible third party seeking to utilize the ~~Dominion Enbridge Gas Energy Utah~~ utility bill to charge customers must pay all initial costs required to enable ~~Dominion Enbridge Gas Energy Utah~~ to conduct such billing including, but not limited to, costs associated with programming for billing and IT system, equipment costs, legal costs, project management costs, and contracting costs.

Additionally, if costs are necessary in the future in order to provide this service, the eligible third party seeking to utilize the utility bill will be required to pay for these costs.

**RATE**

An eligible third party seeking to utilize the ~~DominionEnbridge GasEnergy Utah~~ utility bill to charge customers must pay a per-line rate based on the total cost to produce a bill divided by the minimum number of lines on a bill to calculate the cost per line. The total cost to produce a bill includes depreciation, operation and maintenance, supplies, postage, and return on investment. Eligible third parties will be charged for a minimum of eleven (11) lines per bill.

The current effective minimum charge per bill is \$0.15895.

The current effective charge per line, above 11 lines, is \$0.01445

On or before March 1 of each year, ~~DominionEnbridge GasEnergy Utah~~ shall calculate the per-line rate and file a letter with the Commission reflecting the rate, to be effective on April 1 of each year.

**APPLICATION OF PAYMENT**

If a payment received from a customer is less than the amount owing for the utility service and the amount owing for the third-party service, then all monies received from the customer will first be applied to pay for the utility service with the remainder applied to the third-party service.

~~DominionEnbridge GasEnergy Utah~~ will not provide any collection services for third party billing charges that are unpaid.

**CUSTOMER RIGHT TO TERMINATE THIRD PARTY BILLING**

A customer may contact ~~DominionEnbridge GasEnergy Utah~~ at any time to terminate the billing for third party service on the customer's ~~DominionEnbridge GasEnergy Utah~~ utility bill. After such request is made ~~DominionEnbridge GasEnergy Utah~~ shall notify the third party of the termination of the third party billing for the customer and will cease billing the customer for the third party as soon as practicable.

**DISPUTE RESOLUTION**

Any customer complaint regarding enrollment in a third party program will be resolved by ~~DominionEnbridge GasEnergy Utah~~ based on evidence provided by the customer and the third party. In the event that a customer raises any other complaint, including amounts owed to the third party service provider or payment of claims, ~~DominionEnbridge GasEnergy Utah~~ will refer the customer to the third party service provider for resolution based upon the agreement between the customer and the third party service provider.

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	<del>243</del> -03	<del>12</del>	<del>July April-1, 2023</del> <sup>4</sup>

## **8.09 GREENTHERM® VOLUNTARY RENEWABLE NATURAL GAS PROGRAM**

### **PURPOSE**

The GreenTherm Voluntary Renewable Natural Gas (RNG) Program is a voluntary program that provides a customer the option to purchase renewable natural gas.

### **APPLICABILITY**

All ~~Dominion~~Enbridge ~~Gas~~Energy customers shall be eligible to participate in the program. Customers may begin or end participation at any point.

### **DEFINITIONS**

Block refers to five therms of Renewable Natural Gas, or 1/2 of a dekatherm

Green Attribute is defined in Section 5.09 and may be split from the Biomethane and assigned to a volume of conventional gas.

Renewable Natural Gas or RNG is defined in Section 5.09 and, in this section, refers to pipeline quality gas with all of the Green Attributes associated with production from the aforementioned sources.

### **ADMINISTRATION**

Funds received from customers participating in this program will be used to make purchases of RNG green attributes and to cover administrative costs (including but not limited to program marketing, labor costs, and information technology).

### **SURCHARGE**

Customers participating in this program may opt to make a monthly contribution to pay for renewable natural gas and associated program costs as described below. Customers may choose to pay a surcharge for one or more blocks at the cost of \$5 per Block.

Charges under this program will appear as a line-item on each participating customer's bill. The surcharge will be calculated by multiplying the number of Blocks the Customer has agreed to purchase by the charge per Block set forth herein. The surcharge will be based on the customer's requested contribution, and will not be based on actual energy consumption.

### **SPECIAL CONDITIONS**

1. Customers may apply for or leave this program at any time throughout the year.
2. Changes to a customer's bill will take effect 30 days after election, and will appear on the next bill thereafter.
3. Customers who have, in the most recent twelve-month period (a) received a shut-off notice, (b) entered into a payment agreement with the Company for a delinquent bill, or (c) have had service terminated are not eligible to participate in this program.

4. To ensure that all costs and activities associated with this program are contained for program participants, all funds will be separately identified, and tracked within the approved balancing account.

**VOLUNTARY RENEWABLE NATURAL GAS PROGRAM BALANCING ACCOUNT**

The Voluntary Renewable Natural Gas Program Balancing Account will include the following costs and expenses:

1. Customer contributions
2. Marketing and administrative costs
3. Interest expense
4. Expenses associated with the purchase of RNG green attributes

**TWO-WAY CARRYING CHARGE**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, shall be applied to the Voluntary Renewable Natural Gas Balancing Account (Account 191.4) as adjusted for the corresponding tax deferral balance in Account 283. Interest will be assessed on the monthly balance of this account.

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	<del>243-031</del>	1	<del>July</del> January 1, 202 <del>34</del>

## **8.10 VOLUNTARY CARBON OFFSET PROGRAM**

### **PURPOSE**

The Voluntary Carbon Offset Program is a voluntary program that provides a customer the option to purchase blocks of carbon offsets.

### **APPLICABILITY**

All **Dominion Enbridge Gas Energy** customers shall be eligible to participate in the program, subject to Special Condition #2 below. Customers may begin or end participation at any point.

### **DEFINITIONS**

Block refers to 0.3522 metric tons of CO<sub>2</sub>e offset via Carbon Offset purchases.

Carbon Offset refers to a product representing a quantified reduction of greenhouse gas (GHG) emissions by a mitigating activity. Carbon Offsets are measured in metric tons of carbon-dioxide equivalent (CO<sub>2</sub>e).

### **ADMINISTRATION**

Funds received from customers participating in this program will be used to make purchases of carbon offsets and to cover administrative costs (including but not limited to program marketing, labor costs, and information technology).

### **SURCHARGE**

The monthly surcharge is \$5.00 per Block of Carbon Offset.

Customers may elect to purchase one or more Blocks. Charges under this program will appear as a line-item on each participating customer's bill. The surcharge will be calculated by multiplying the number of Blocks the Customer has agreed to purchase by the charge per Block set forth herein. The surcharge will be based on the customer's requested contribution and will not be based on actual energy consumption. Changes to a customer's bill reflecting new or canceled Blocks will take effect 30 days after election or cancellation and will appear on the next bill thereafter.

### **SPECIAL CONDITIONS**

1. Customers may subscribe to or unsubscribe from program at any time throughout the year.
2. Customers who have, in the most recent twelve-month period (a) received a shut-off notice, (b) entered into a payment agreement with the Company for a delinquent bill, or (c) have had service terminated are not eligible to participate in this program.
3. To ensure that all costs and activities associated with this program are paid for by program participants, all funds will be separately identified, and tracked within the approved balancing account. Activity in the balancing account will be filed with the Commission annually to allow interested parties to review all costs for appropriateness and prudence.

**CARBON OFFSET PROGRAM BALANCING ACCOUNT**

The Voluntary Carbon Offset Program Balancing Account will include the following costs and expenses:

1. Customer contributions
2. Administrative costs
3. Interest expense
4. Expenses associated with the purchase of carbon offsets

**TWO WAY CARRING CHARGE**

An annual interest rate, as described in § 8.07 Calculation of Carrying Charge, shall be applied to the Voluntary Carbon Offset Balancing Account (Account 191.5) as adjusted for the corresponding tax deferral balance in Account 283. Interest will assess on the monthly balance of this account.

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## **9. INITIATION AND TERMINATION OF SERVICE**

### **9.01 APPLICATIONS FOR AND INITIATION OF GAS SERVICE**

#### **METHODS OF APPLYING**

Residential and non-residential applicants may apply for service either in person, in writing including electronically transmitted application, or by telephone. A security deposit may be required as more fully provided in § 8.03.

#### **TENANT APPLICATIONS**

A tenant will be allowed to make application for gas service to premises with a shared meter or a shared appliance (as defined in the glossary) provided the tenant acknowledges billing responsibility for the premises. Notice of discontinuance of service to a residential account shall be in compliance with § 9.07. A tenant will not be allowed to make application for gas service to premises with a master meter (as defined in the glossary).

#### **RESALE OF GAS**

The Company agrees to supply gas service to the customer for the purpose stated in the gas service application. The customer may not resell such gas for any purpose, except for use in vehicles after compression to a minimum of 500 lbs. This prohibition on resale applies to gas supplied through master meters for tenant use at the customer's premises. A customer may, however, allocate the total gas bill to individual units downstream of a master meter.

#### **INITIATION OF GAS SERVICE**

The Company will not initiate gas service for any customer unless it has received written notification from the local building code official, or their authorized representative, that the proper inspections called for by any required building or other code have been performed. In addition, the Company will perform a spot test on the customer's piping before initiating gas service. This spot test will consist of checking the existing piping to insure that with the meter turned on and all appliances turned off gas is not flowing through the meter. The spot test will be limited to the equipment and piping installed at the time of the test. The Company expressly reserves the right to refuse to set a meter for any customer whose piping does not pass this spot test. This spot test by the Company does not meet the requirement of the International Mechanical Code and cannot be relied upon by any party responsible to insure compliance with any building or other applicable code. The Company may also refuse to commence or continue service whenever in its judgment an installation is not in proper condition. No spot test by the Company, nor any failure by it to object to the customer's installation, nor the fact that it will make connections with the customer's installation, will render the Company in any way liable for any damage or injury resulting from any defective installation by the customer.

**OTHER REQUIREMENTS**

The Company will deny service to an applicant who has not paid or made arrangements to pay an outstanding balance from a prior account that is less than four years old. For completion and acceptance of an application, the applicant may be required to sign for service. In the absence of a signature, the delivery of natural gas service by the Company and the acceptance of service by the customer will be deemed to constitute an agreement by and between the Company and the customer for delivery and acceptance of natural gas service under the terms of this Tariff. Valid personal identification (picture identification or two forms of signature identification) of an applicant or customer may be required at any time. Service may be denied or terminated for subterfuge, providing false information or failure to provide valid personal identification.

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## **9.02 NEW OR ADDITIONAL SERVICE**

### **AVAILABILITY OF NEW OR ADDITIONAL SERVICE**

The Company will approve service for a new customer, an increase in gas requirements for an existing customer, and/or a change in rate schedule only when, in the Company's judgment, the service can be provided in a manner that will not impact the Company's ability to serve its existing customers. This discretionary determination preserves the Company's ability to serve existing customers and to provide for the orderly and equitable attachment of new loads to the Company's system, as well as to assure the most efficient utilization of the Company's available natural gas supplies. This determination will consider, but will not be limited to, the following:

- (1) A determination, using engineering data and analysis where necessary, that the Company's facilities are of adequate size and capacity to allow such service.
- (2) The overall cost of providing such service and the impact on the Company's rates and charges.
- (3) The location of required service in the Company's system, including considerations associated with an expanding market area.
- (4) The end-use of the natural gas, including type of use (e.g., feedstock, boiler, etc.), efficiency of use (e.g., co-generation, heat recovery applications, etc.) and applicability of customer process to development of an alternate fuel or energy.

The Company may make new or additional service available to customers on the basis of rate schedules in effect and circumstances prevailing at the time of application.

Changes in firm rate schedules may be allowed if the customer demonstrates that a permanent change in the use of natural gas has occurred that will cause the existing schedule to no longer be appropriate, as specified above and provided for in § 2.01. If a commercial or industrial customer chooses service under an interruptible rate schedule, any subsequent use of a firm rate schedule by that customer will be subject to the provisions of this Section.

Availability of new or additional service under the above provisions will be at the Company's discretion.

### **AVAILABILITY OF SERVICE TO NEW SERVICE EXTENSION AREAS**

Service to new areas will generally be provided under the main and service line extension provisions of § 9.03 and § 9.04. Where service under these provisions, as well as others provided herein, cannot be economically provided, service will be evaluated under the following terms and conditions.

- (1) In situations where the non-refundable payment cannot otherwise be collected, the Company may, at its option, offer an Extension Area Charge (EAC) in lieu of the non-refundable payment.

The EAC will be calculated to provide sufficient revenue to recoup the total non-refundable payment which would otherwise be collected in the new service extension

area and allow the Company to recover a return on the deferred portion during the collection period. The Company shall include its justification for the EAC return and an evaluation of the rate in relation to the Company's cost of capital and cost of debt, and the carrying charge interest rate in effect at the time of the filing. Periodically the present value of the projected amount to be collected through the EAC will be compared with the non-refundable payment. If the present value of the projected amount to be collected is higher or lower than the non-refundable payment, the EAC expiration date will be adjusted accordingly.

The residential EAC will be a fixed monthly amount. The commercial EAC will be a variable amount based on the volume of gas used but will not be less than the residential charge.

The EAC will be assessed in conjunction with regular or extension Tariff rates. If applicable, a table describing areas where the EAC applies, the amount of the EAC and the scheduled expiration date will be provided later in this Section.

- (2) Facilities to new service areas may be constructed so long as service to existing customers will not be impaired, including the ability to serve new customers in existing service areas, and resources are available to build and maintain the required facilities in the new service extension area. In no event, will the Company, in any one year, be required to expend funds on new service extension area facilities in excess of 1% of the Company's net book value of gas plant-in-service at the beginning of the year.
- (3) In the event that the Company has multiple applications for service within new service extension areas, facilities with the greatest probability of investment payback and system contribution may be constructed first.

## **RURAL EXPANSION RATE ADJUSTMENT TRACKER**

The Rural Expansion Rate-Adjustment Tracker (Rural Expansion Tracker) allows the Company to track costs that are directly associated with Rural Expansion Infrastructure, defined below, through an incremental surcharge to the GS, FS, IS, TSS, TSM, TSL, MT, TBF and NGV rate schedules (Surcharge). The Surcharge is designed to track and collect costs of Rural Expansion Infrastructure between general rate cases. The projects that will be included in the Rural Expansion Tracker will each be approved by the Commission on an individual basis before the costs are included in the Rural Expansion Tracker.

## **RURAL EXPANSION INFRASTRUCTURE**

Rural Expansion Infrastructure is identified as new gas infrastructure in Rural Expansion areas approved by the Commission, and as required to provide natural gas service to previously unserved areas, to ensure public safety, and to provide reliable service.

**CALCULATION OF TOTAL RURAL EXPANSION SURCHARGE**

The following components are included in the calculation of the Surcharge:

Rural Expansion Infrastructure	\$X,XXX,XXX
Less: Accumulated Depreciation	XXX,XXX
Accumulated Deferred Income Tax	XXX,XXX
Net Replacement Infrastructure	\$X,XXX,XXX
Current Commission-Allowed Pre-Tax Rate of Return	8.46%
Allowed Pre-Tax Return	\$X,XXX,XXX
Plus: Net Depreciation Expense	XXX,XXX
Net Taxes Other Than Income	XXX,XXX
Total Surcharge	\$X,XXX,XXX

**ASSIGNMENT TO CLASSES**

The Surcharge will be assigned to each rate class based on the Commission-approved total pro rata share of the DNG tariff revenue ordered in the most recent general rate case. The Surcharge assigned to each class will be collected based on a percentage change to the demand charge, if applicable, and each block of volumetric rates of the respective rate schedules.

**ADJUSTMENT OF SURCHARGE**

The Company may file semi-annually, but will file at least annually, an application to adjust the Surcharge. The Rural Expansion Infrastructure must be in service when the application is filed. All items included in the Tracker are subject to regulatory audit consistent with the audit procedures in the “Gas Balancing Account,” Tariff § 2.06. At the time of the Company’s next general rate case all prudently incurred investment and costs associated with the Surcharge will be included in base rates.

**SERVICE LINES IN RURAL EXPANSION AREAS**

Where the Commission approves inclusion of service line costs in the Rural Expansion Infrastructure Tracker, customers who qualify for a no-charge service line must enter into a contract for installation of that service line within two years of the completion of main lines to the subject community. The contract will specify the service line costs and will provide that if the customer has not commenced taking natural gas service either (1) within two years of the completion of the main lines to the community, or (2) within two years of the execution date of the service line agreement, whichever later occurs, then the customer must repay the Company for the specified service line costs.

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### **9.03 MAIN EXTENSIONS – COMPANY INSTALLED**

#### **APPLICABILITY**

This Section 9.03 applies to facilities to be installed by the Company and/or a Company-retained contractor.

#### **INTERMEDIATE HIGH PRESSURE (IHP) MAIN EXTENSIONS**

An applicant must pay an up-front cash contribution in aid of construction in advance of extension of IHP main. The cash contribution will be equal to the sum of the Main Extension costs for extending a main as defined below.

#### **MAIN EXTENSION COSTS**

The costs for extending a main shall include, but are not limited to the following: pipe; trenching; asphalt and cement cuts; asphalt and cement replacement; fill and compaction; permit fees; use of special equipment and facilities; accelerated work schedules, special crews or overtime wages to meet the applicant's request; or difficult construction problems due to rock, frost, etc. The customer will be given written notice of the main extension costs, which shall be due and payable prior to commencement of construction. If excess costs are incurred after commencement of construction, the costs will be paid by the customer.

#### **HIGH PRESSURE MAIN EXTENSIONS**

Applicants with estimated usage of less than 10,000 Dth/d will bear the MAIN EXTENSION COSTS as defined above associated with the project, and will be subject to the same requirements set forth in INTERMEDIATE HIGH PRESSURE (IHP) MAIN EXTENSIONS and MAIN EXTENSION COSTS.

Service for Applicants with estimated usage of 10,000 Dth/d or more, or total estimated reinforcement costs of \$500,000 or greater will be made at the option of the Company and subject to terms and conditions that are based on Company policies and agreed upon between the Company and the applicant. Unless otherwise provided in the contract, the general terms and conditions of this Section will be applicable.

#### **MAIN EXTENSIONS ESTIMATED TO COST MORE THAN \$200,000**

If the main extension costs are estimated to exceed \$200,000, then the customer may request that the Company bid the job. Under such circumstances, the customer may review, at the Company's premises, the bids submitted from the Company's contractors. The customer shall maintain all bid information as highly confidential pursuant to R746-100-16.

#### **DEFERRED PAYMENT OF CASH CONTRIBUTIONS IN AID OF CONSTRUCTION**

The Company may, at its option, offer to defer payment of cash contributions in aid of construction. Where the terms and conditions of the main extension agreement include deferred payment of the costs for the main extension and other facilities necessary to provide service, periodic payments, payable over a period not to exceed five years, shall be established in an amount that will:

- (1) Provide sufficient contribution to recoup the total deferred main extension cost incurred by the Company, and

- (2) Provide revenue to the Company during the deferral period equal to that which would be allowed in rates for a like amount of investment in Utility Plant.

**TEMPORARY SERVICE**

Main extensions that, in the judgment of the Company, are for gas service of a temporary nature will be made only at the discretion of the Company. If the main is extended, applicant will pay in advance for the cost of installing the main and for removing the main or making it inoperable at the termination of service.

**EFFECT OF PREVIOUS DEFAULT**

The Company shall have no obligation to construct a main extension or enter into a contract to construct a main extension when the customer is in default in its obligations to the Company for gas service under an existing agreement to construct facilities or for making contributions or connecting load to a previously constructed main extension. In the event that the cash contribution is not honored by the applicant's bank, or an applicant has otherwise failed to make the required cash contribution, then Company may terminate construction on any main extension or service line for the applicant, and may delay commencement of any other main extensions or service lines for the applicant until the cash contribution has been received.

**COMPANY'S FACILITIES**

A contribution does not extend any ownership rights to the applicant. The main extension and all other facilities constructed by the Company for the purpose of rendering service to the customer shall at all times be and remain solely the property of the Company. The Company may utilize its facilities to render service to other customers as it sees fit without liability of any kind to the customer.

**MAIN EXTENSION RIGHT-OF-WAY**

Any main extension is subject to the right-of-way requirements itemized in § 7.05.

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## **9.04 SERVICE LINE EXTENSIONS – COMPANY INSTALLED**

### **APPLICABILITY**

This Section 9.04 applies to facilities to be installed by the Company and/or a Company-retained contractor

Subject to the following, the Company will provide and install a service line to any applicant whose premises are along the route of any IHP main and abut on the street occupied by a main. Extension of mains will be made subject to the provisions of § 9.03. A cash contribution in aid of construction will be required from the applicant, in advance of construction. The cash contribution shall be equal to the sum of the total of Service Line Costs (defined below).

### **CONDITIONS**

Each applicant for a service line will grant to the Company permission to go upon the applicant's premises to install, inspect, maintain service and repair the service lines. In addition, the applicant must make no changes or alterations to the service line; must accept responsibility to safeguard the service lines from damage; must not construct or permit to be constructed any building or other improvement (except landscaping, walks and driveways) over or across the service line; and must immediately notify the Company of any defect or leak in the pipe. Applicant must pay any costs incurred for damage, repair, or relocation due to the failure or refusal of the applicant to perform all obligations expressly stated, and the Company will not be liable in any way for applicant's non-performance of those obligations.

### **TEMPORARY SERVICE**

Service lines which in the judgment of the Company are for gas service of a temporary nature will be installed only at the discretion of the Company. If the service line is installed, the applicant will pay in advance for the cost of installing the service line and removing the service line, or making it inoperable at the termination of service.

### **OTHER SERVICE LINES**

Service line agreements not specifically covered in this Section will be entered into under terms and conditions agreed upon between the Company and the applicant.

### **SERVICE LINE COSTS**

Service Line Costs shall include, but are not limited to the following: pipe; trenching; fill; riser; use of special equipment and facilities; accelerated work schedules; special crews or overtime wages to meet the applicant's request; or difficult construction problems due to rock, frost, etc. Service Line Costs do not include the costs of a standard residential meter and bracket; and therefore, the customer shall not be responsible to pay these costs. However, meter and bracket costs greater than the cost of a standard residential meter and bracket will be included in Service Line Costs and are the responsibility of the customer. Service Line Costs shall also include the cost of any Company required meter protection (as detailed below). The customer will be given written notice of the Service Line Costs, which shall be due and payable prior to commencement of construction. If excess costs are incurred after commencement of construction, the costs will be paid by the customer.

**METER PROTECTION**

If the Company determines that meter protection equipment is required for a customer, then either the Company or the customer will install such Company-approved equipment. The customer shall pay all costs associated with the meter protection equipment. The Company will not commence service until the required equipment is installed.

**HIGH PRESSURE SERVICE LINES**

Applicants with estimated usage of less than 10,000 Dth/d will bear the SERVICE LINE COSTS as defined above associated with the project, and will be subject to the same requirements set forth in APPLICABILITY and SERVICE LINE COSTS.

Service for Applicants with estimated usage of 10,000 Dth/d or more, or total estimated reinforcement costs of \$500,000 or greater will be made at the option of the Company and subject to terms and conditions that are based on Company policies and agreed upon between the Company and the applicant. Unless otherwise provided in the contract, the general terms and conditions of this Section will be applicable.

**DEFERRED PAYMENT OF CASH CONTRIBUTIONS IN AID OF CONSTRUCTION**

Deferred payment of cash contributions for service lines may be offered according to the same terms described for main extensions in § 9.03.

**EFFECT OF PREVIOUS DEFAULT**

The Company shall have no obligation to construct a service line or enter into a contract to construct a service line when the customer is in default in its obligations to the Company for gas service under an existing agreement to construct facilities. In the event that the cash contribution is not honored by the applicant's bank, or an applicant has otherwise failed to make the required cash contribution, then Company may terminate construction on any main extension or service line for the applicant, and may delay commencement of any other main extensions or service lines for the applicant until the cash contribution has been received.

**COMPANY'S FACILITIES**

The service line and all other facilities constructed by the Company for the purpose of rendering service to the customer shall at all times be and remain solely the property of the Company. The Company may utilize its facilities to render service to other customers as it sees fit without liability of any kind to the customer.

**SERVICE LINE EXTENSION RIGHT-OF-WAY**

Any service line extension is subject to the right-of-way requirements itemized in § 7.05.

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## **9.05 MAIN EXTENSIONS – AND SERVICE LINES - INSTALLED BY BUILDER/DEVELOPER-RETAINED QUALIFYING INSTALLER**

### **DEFINITIONS**

For Sections 9.05 and 9.06 only, “Natural Gas Facilities,” “Natural Gas Main,” “Natural Gas Service Line,” “Minimum System,” and “Qualifying Installer” shall have the meanings set forth in Utah Code Ann. 58-55-308.1.

### **APPLICABILITY**

Pursuant to Utah Code Ann. 58-55-308.1 and the terms and conditions set forth in Sections 9.05 and 9.06, a customer, developer or builder (Builder/Developer) may contract with a Qualifying Installer to install new Natural Gas Mains (Main Extension) and/or Natural Gas Service Lines (Service Line). Main Extensions and Service Lines constructed pursuant to this Section 9.05 collectively will be referred to herein as “Facilities.”

### **CONTRACT BETWEEN THE COMPANY AND THE BUILDER/DEVELOPER**

A Builder/Developer who desires to construct Facilities pursuant to this Section 9.05 will enter into a written contract with the Company that sets forth the terms and conditions under which such Facilities will be constructed, and under which the Company will accept conveyance of such Facilities and provide natural gas service utilizing such Facilities. The contract with the Builder/Developer shall contain terms and conditions similar to those the Company requires of its own contractors who construct similar natural gas facilities. The Builder/Developer shall be, and shall require the Qualifying Installer to be, subject to warranty, indemnification, and insurance requirements substantially similar to those required of the Company’s own contractors who construct Natural Gas Facilities for the Company. The contract must be fully executed and effective prior to the construction of any Facilities hereunder.

### **LIABILITY**

The Builder/Developer and the Qualifying Installer assume all risks and liabilities arising from the construction of Facilities.

### **DESIGN AND ENGINEERING**

The Company will be responsible for planning, designing, and engineering the Facilities in accordance with the Company’s standards for materials, design, and construction. The Company will bear costs associated with its design and engineering of the Facilities. The Builder/Developer and the Qualifying Installer will cooperate with the Company and provide the Company with any and all information required, in the Company’s reasonable discretion, to enable the Company to plan, design, and engineer the Facilities. Under no circumstance will the Company be responsible to pay a Builder/Developer or Qualifying Installer for costs the Builder/Developer or Qualifying Installer incurs in providing information, and/or providing aid to the Company in order that the Company may complete the planning, designing, and/or engineering of Facilities.

### **INSTALLATION BY QUALIFYING INSTALLER**

The Company shall be under no obligation to accept, own or provide natural gas service through any Facility constructed by any entity that is not a Qualifying Installer. The



Builder/Developer and Qualifying Installer are prohibited from connecting to, modifying, or repairing the Company's existing natural gas facilities unless directed to do so by the Company. The Builder/Developer and Qualifying Installer shall bear all costs for repair, connection to, and/or modification of Company natural gas facilities or other third-party-owned facilities necessitated by the construction or installation of Facilities. The Company shall be under no obligation to accept completed Facilities, or to provide natural gas service utilizing such Facilities, until all such costs have been paid in full.

## **MATERIALS**

Any Facility constructed hereunder will only be constructed utilizing Company-approved materials that meet Company specifications as well as those requirements set forth in applicable federal, state and local statutes, codes, rules, regulations, and ordinances, all of which are incorporated herein by reference as they may change from time to time.

## **BETTERMENT COSTS**

The Builder/Developer shall bear all costs associated with construction of the Minimum System as determined by the Company. In the event that the Company requires the Builder/Developer and/or a Qualifying Installer to install a Main Extension that is greater than the Minimum System, the difference in cost shall be calculated based upon the Company's costs for installation of similar facilities in the Company's same construction zone.

## **INSPECTION**

The Company will be solely responsible for inspecting and mapping the Facilities and for the collection and development of as-built notes. The Company will bear all costs associated with the inspection and mapping of Facilities. The Builder/Developer and the Qualifying Installer will coordinate with the Company to provide Company inspectors access to the site during the entirety of construction. The Builder/Developer's trench cannot be backfilled and compacted by the Qualifying Installer until all required Company inspection and mapping has been completed. The Builder/Developer and Qualifying Installer will provide the Company with no less than ten business days' advance notice of commencement of construction. The Company shall schedule all jobs efficiently, and will employ reasonable efforts to schedule each job in the order in which it was received. The Builder/Developer and Qualifying Installer shall make the worksite available for inspection by federal and state authorities at any and all times.

## **TESTING**

The Qualifying Installer shall conduct all required testing of the Facilities under the direction of ~~DominionEnbridge GasEnergy Utah~~ and at no cost or expense to ~~DominionEnbridge GasEnergy Utah~~.

## **DOCUMENTS**

The Builder/Developer and Qualifying Installer shall provide ~~DominionEnbridge GasEnergy Utah~~ with all documentation reasonably required by the Company relating to the Facilities, including but not limited to documentation relating to materials utilized in constructing the Facilities and the construction and testing of the Facilities.

## **INTERCONNECTION**

The Qualifying Installer may only connect the Facilities to Company's existing natural gas facilities at the Company's direction and under the Company's supervision. The Company shall install all meters. The Builder/Developer and Qualifying Installer shall bear all costs associated with contractors, materials, and associated facilities involved with connecting a Main Extension or Service Line to other Company-owned natural gas facilities, except for the cost of a standard residential meter, bracket, and applicable taxes.

## **COMPLIANCE WITH APPLICABLE LAW AND COMPANY STANDARDS**

The Builder/Developer and the Qualifying Installer shall comply with all applicable federal, state, and local statutes, codes, rules, regulations, ordinances, orders, Tariff provisions, Company Standard Practices, Company Contractor Safety Manual, Company Policies, and Company Procedures, all of which are incorporated herein by reference as they may change from time to time, including but not limited to laws, rules, and regulations governing pipeline safety, materials, records, construction, licensing, health, safety, environmental conditions, and labor (collectively, Requirements). The Company will not accept conveyance of or provide natural gas service utilizing any Facility that it reasonably believes fails to comply with the Requirements.

## **RIGHTS-OF-WAY, FEE PROPERTY AND PERMITS**

The Builder/Developer shall comply with all right-of-way requirements set forth in Section 7.05 of the Tariff. The Builder/Developer shall provide the Company with any and all rights-of-way, fee property, and/or permits that the Company deems, in its sole discretion, to be necessary for the ownership and operation of the Facilities. The Company shall not bear any costs associated with such rights-of-way, fee property, and/or permitting. Such rights-of-way and/or fee property shall be conveyed to the Company in the form utilized by the Company to procure its own rights-of-way and/or fee property, or in some other form that is acceptable to the Company, in its sole discretion. Such rights-of-way and/or fee property shall be conveyed free of hazardous materials (as defined by federal, state or local laws and Section 7.05 of this Tariff), contaminants or environmental conditions on, upon, or into the surface or subsurface of soil, water, or watercourses within or adjacent to the right-of-way or fee property. The Company shall be under no obligation to accept completed Facilities, or to provide natural gas service utilizing such Facilities, until all such rights-of-way, fee property and/or permits have been conveyed to the Company.

## **CONVEYANCE**

The Builder/Developer shall cause the Facilities to be conveyed to the Company, together with any rights-of-way and/or fee property reasonably required by the Company to provide natural gas service, free of hazardous materials (as defined by federal, state or local laws and Section 7.05 of the Tariff), contaminants, or environmental conditions on, upon, or into the surface or subsurface of soil, water, or watercourses within or adjacent to the right-of-way or fee property. Conveyance shall be at no cost to the Company. All Facilities and property conveyed hereunder must be conveyed free and clear of all liens, claims, security interests, and any other encumbrances whatsoever, see Section 7.05 of the Tariff.

The Company shall be under no obligation to accept completed Facilities, or to provide natural gas service utilizing such Facilities, until all costs referenced in this Section 9.05 have been paid in full. The Company need not accept conveyance of or provide natural gas service utilizing any Facility that fails to comply with all Requirements set forth herein.

The Company's failure to discover or reject a defective Facility or a Facility not constructed in accordance with the Requirements is not deemed to be a waiver of the Company's rights set forth herein. The Builder/Developer shall be responsible to pay for repair or replacement of any Facility not constructed in accordance with the Requirements.

**OWNERSHIP**

Upon completion of conveyance, as detailed above, the Company will own, operate and maintain the conveyed Facilities. Upon completion of conveyance of a Facility, the Facility shall become and shall at all times remain solely the property of the Company. The Company may provide service to other customers from such Facilities and otherwise utilize them as it sees fit without liability of any kind to the Builder/Developer or to the Qualifying Installer.

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## **9.06 QUALIFYING INSTALLER REQUIREMENTS**

### **DEFINITIONS**

For Sections 9.05 and 9.06 only, “Natural Gas Facilities,” “Natural Gas Main,” “Natural Gas Service Line,” and “Qualifying Installer” shall have the meaning set forth in Utah Code Ann. 58-55-308.1.

### **APPLICABILITY**

Pursuant to Utah Code Ann. 58-55-308.1 and the terms and conditions set forth in this Section 9.06 a Builder/Developer (defined in Section 9.05 above) may contract with a Qualifying Installer to install new Natural Gas Main (Main Extension) or Natural Gas Service Line (Service Line) to serve a new facility, structure, or development. Main Extensions and Service Lines constructed pursuant to this Section 9.06 will be referred to herein, collectively, as “Facilities.” The installation of Facilities shall be referred to herein as “Work.” An individual or entity desiring to become a Qualifying Installer must comply with the requirements set forth in this Section.

### **QUALIFICATIONS**

A Qualifying Installer must comply with the provisions of Utah Code Ann. 58-55-308.1. Additionally, prior to becoming a Qualifying Installer, each individual or entity must obtain all qualifications and meet all standards required by all applicable federal, state, and local statutes, codes, rules, regulations, ordinances, orders, Tariff provisions, Company Standard Practices, Company Contractor Safety Manual, Company Policies, and Company Procedures, all of which are incorporated herein by reference as they may change from time to time, including, but not limited to, welder qualifications pursuant to American Petroleum Institute RP1104 and Department of Transportation Operator Qualification requirements, ASME B31Q, Department of Transportation drug and alcohol plan requirements, and any other requirements that Company also requires of its own contractors who install Facilities for the Company (collectively, Installer Requirements).

The Company is under no obligation to accept or approve anyone who has a documented history of unsafe work practices or violation of Utah Code Ann. 54-8a-1 et seq., and/or any applicable Installer Requirements incorporated herein as they may change from time to time. The Company may determine, in its sole discretion, whether any violation or history disqualifies an individual or entity unqualified from becoming a Qualifying Installer. Any Qualifying Installer who ceases to meet all Installer Requirements and other requirements set forth herein, or who breaches any agreement with ~~Dominion~~Enbridge Gas Energy Utah, shall immediately cease to be a Qualifying Installer.

### **CONSTRUCTION AND INSPECTION**

In addition to complying with the provisions of Section 9.05 above, each Qualifying Installer must perform all Work under this Section with the best industry practices and in compliance with applicable standards, requirements, policies, and procedures including, but not limited to, the Installer Requirements and any drawings, supplemental specifications, standards, permits, or other documents provided or made available to the Qualifying Installer.

A Qualifying Installer may not perform any Work pursuant to this Section without either the presence of a Company Inspector on the site, or approval from the Company to proceed in the Inspector’s absence. Each Qualifying Installer performing Work under this Section must permit and

facilitate inspection of such Work by ~~Dominion Enbridge Gas Energy Utah~~, the Division of Public Utilities, or any other regulatory body with jurisdiction.

**MATERIALS**

Facilities will only be constructed utilizing Company-approved materials that meet the same Company specifications applicable to work conducted by Company-retained contractors.

**DENIAL OR TERMINATION OF QUALIFYING INSTALLER STATUS**

The Company may deny or terminate Qualifying Installer status, when an Applicant or Qualifying Installer fails to comply with or violates any term or condition set forth in Utah Code Ann. 58-55-308.1, Sections 9.05 and 9.06 of the Tariff, or any term or condition set forth in a contract with the Company.

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**9.07 CUSTOMER'S NOTICE TO DISCONTINUE SERVICE**

A customer may request discontinuance of service in writing or by telephone. Notice of discontinuance of service given to an employee away from a Company office will not be accepted as binding, formal notification to the Company.

**OCCUPANT ACCOUNT HOLDER**

A sales customer shall provide notice to the Company at least three days in advance of the day service is to be disconnected. The Company will complete the service disconnection or final meter read within four working days after the requested date. Transportation customers must provide written notification to the Company by the 15<sup>th</sup> of the month to be effective the 1<sup>st</sup> of the following month in accordance with Section 5.01.

**RENTAL PROPERTY OWNER ACCOUNT HOLDER**

At premises where tenants are residing, a rental property owner seeking discontinuance of service must advise the Company at least 10 days in advance of the day that service is to be discontinued and must also sign an affidavit stating that the requested disconnection is not a means of evicting tenants. The Company will post a notice of proposed disconnection on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the tenants by personal visit or other appropriate means at least five days prior to the proposed disconnection.

If the premises are vacant, the rental property owner must advise the Company at least three days in advance of the day service is to be discontinued and must also sign an affidavit that there are no occupants.

A rental property owner who has signed an agreement to leave service on between tenants must notify the Company in writing to change such arrangement.

**COMPLETION**

The customer will be held responsible for all gas consumed until notice to discontinue service is given and a final meter read is taken or disconnection completed within four working days of the requested date. If the meter is not readily accessible, the customer will be responsible for providing access to complete a final read or disconnection.

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## **9.08 COMPANY'S TERMINATION OF SERVICE FOR NONPAYMENT**

A customer having a utility service bill which remains unpaid beyond the next monthly billing date will receive a notice of delinquent account. To avoid termination and a reconnection charge, payment in full of a delinquent balance must be received and acknowledged by the Company's credit personnel prior to the expiration date of a final termination notice.

### **RESIDENTIAL TERMINATION NOTICE**

A bill for residential service is considered to be delinquent when not paid within 20 days of the date the bill is rendered. The Company may terminate residential service by reason of nonpayment after issuing a notice of delinquent account and upon not less than 10 days' written notice of proposed termination. The notice of proposed termination will be sent to the account holder and to any third party previously designated by the account holder. Either before or after termination, the Company will allow an eligible residential customer to pay the delinquent balance plus interest over a 12-month period, or less, in accordance with § 8.04.

#### **Occupant Account Holders**

During the months of October through March, at least 48 hours prior to termination of service, the Company will make a good-faith effort to notify the account holder or an adult member of the household by telephone or personal visit of the scheduled termination. If personal notification cannot be made, the Company will leave written notice of proposed termination at the residence. The Company will make reasonable efforts to contact any designated third party personally before termination occurs. During the months of April through September, the 48 hour termination notice may be mailed

#### **Rental Property Owner (RPO) Account Holders**

When the Company is terminating service for nonpayment by an RPO, at least five days prior to termination of service, the Company will post a notice of proposed termination on the premises in a conspicuous place and make reasonable efforts to give actual notice to tenants by personal visits or other appropriate means. Tenants may continue to receive service for an additional 30 days by paying the charges due for the 30-day period just past. At least 48 hours prior to termination of service the Company will make a good-faith effort to personally notify the RPO. If personal notification cannot be made, the Company will leave written notice of the proposed termination at the RPO's address, if possible, or notify the RPO by mail.

### **ILLNESS, INFIRMITY OR USE OF LIFE-SUPPORT EQUIPMENT**

The Company will not terminate service, or will restore service to inactive accounts, for up to one month upon receipt of a physician's statement, preferably completed on the Company's form, identifying a health infirmity or serious illness of the customer or a person living in the customer's residence. The customer is responsible for payment for gas used during the period of continued service, in addition to prior delinquent bills. The Company will seek prior approval of the Public Service Commission before terminating service to a residence in which the customer has given the Company written notice, including a physician's statement, that life-support equipment is being used at the residence.

**NON-RESIDENTIAL TERMINATION NOTICE**

The Company will give a non-residential customer at least 48 hours' written notice before terminating service because of non-payment.

**RECONNECTION AFTER NONPAYMENT**

To have service restored after termination for nonpayment, a customer must first pay a connection fee as set forth in § 8.03, and must also pay the delinquent balance in full or execute a Deferred Payment Agreement, if eligible. The customer has the option to include the connection fee in the total amount to be paid over the term of the deferred payment agreement consistent with the provisions of § 8.04. A Deferred Payment Agreement will be offered to non-residential customers only at the Company's discretion. The Company may also require a security deposit to secure payment of future gas bills, see § 8.03.

**CUSTOMER / COMPANY DISPUTES**

When a customer responds to a late notice or reminder notice, the Company's personnel will investigate any disputed issue and will attempt to resolve the issue by negotiation. During this investigation and negotiation, no action will be taken to terminate service if the customer pays the undisputed portion of the account. Any customer who is unable to resolve a dispute after contacting the Company to seek resolution may obtain informal review by the Division of Public Utilities by contacting them at local phone number (801-530-7622), (801-530-6652), toll free phone number (800-874-0904), or at <http://publicutilities.utah.gov/complain.html> on the internet. This could be followed by a formal review of the dispute by the Public Service Commission. No action will be taken during the review period to terminate service if the customer pays the undisputed portion of the account.

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## 10. APPENDIX

This appendix is provided for informational purposes only, and is supplemental to Commission required provisions.

### 10.01 UTAH STATE SALES TAX RATES

The Utah state sales tax is applied to gas service, connection fee, and any applicable franchise fee. A list of sales tax rates by taxing jurisdiction can be found at the Utah State Tax Commission at <https://tax.utah.gov/>

### 10.02 LOCAL CHARGES RATES FOR EACH MUNICIPALITY

Many municipalities have imposed a Municipal Energy Sales and Use Tax (MET) on natural gas service. The MET cannot exceed 6%. The MET applies to gas service, connection fee, and any applicable franchise fee. A list of MET / franchise tax rates by taxing jurisdiction can be found at the Utah State Tax Commission at <https://tax.utah.gov/>

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## 11. GLOSSARY

This Glossary is intended for convenience and reference use only. The operational provisions of this Tariff are controlling in any case where there is an inconsistency.

### A

#### account

A record of gas service as established by the Company upon acceptance of a customer's application for meter turn-on, see also, definition of "customer".

#### actual billing days

The number of days from the customer's previous meter read to the current meter read.

#### administrative charge

A charge based on administrative costs for transportation service rate schedules.

#### advice letter

Letter notifying Utah Tariff holders of a Tariff sheet change.

#### annual historical use

The actual quantity of natural gas (Dth) used by a customer during an annual contract term.

#### annual load factor

See "load factor".

#### applicant

A prospective customer who applies for a main extension, service line and meter, or meter turn-on.

#### application

Main Extension Application--Written request completed on the Company's main extension application form for an extension of an existing main, either by the property owner or designated agent.

Service Line Application--Written request completed on the Company's service line application form for installation of a service line and meter, either by the property owner or designated agent.

Gas Service Application--Applicant's written, telephoned, or electronically transmitted request for initiation of gas service.

Interruptible Sales Service Application--Written request on Company's Service Agreement form to participate in the Company's interruptible sales service.

**Approved Receipt Point**

The Primary Receipt Point identified in a customer's Transportation Service Agreement and is used to determine the priority of service for any nominations made pursuant to that contract.

**Alternate Receipt Point**

The receipt point in addition to the Approved Receipt Point, identified in a customer's Transportation Service Agreement and is used to determine the priority of service for any nominations made pursuant to that contract.

**B**

**base load**

Gas required for non-seasonal purposes, such as water heating and cooking.

**Basic Service Fee (BSF)**

A fixed charge, determined by the applicable BSF category, that is charged periodically to a customer without regard to consumption.

**Basic Service Fee (BSF) Category**

Grouping of meters into four separate categories of capacity and cost. Used to determine applicable BSF charge.

**billing month**

Period of approximately 30 days upon which the customer's gas consumption is computed and bills are rendered.

**block break point**

The point at which volumes of billed Dth are charged at the next block rate in a declining block rate structure.

**Btu**

A British thermal unit, equivalent to the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit.

**Budget Plan and Budget Plan Year**

Monthly payment plan available to a General Service customer under which the customer's estimated annual billing is divided into 12 monthly payments. The 12-month period that begins when a customer initiates or renews the budget plan.

**business day**

Week days exclusive of Company observed holidays.

**C**

**calculated bill**

A bill based on estimated usage. The estimate is derived from prior and current usage by customers within the same region with similar consumption patterns and time periods.

**calorimeter**

An apparatus for measuring the heating value of a fuel.

capacity release

The temporary assignment of capacity held by the Company on an upstream pipeline. Capacity release will be offered on a "pre-arranged" basis, by a posting on the upstream pipeline electronic bulletin board or as otherwise required by the upstream pipeline FERC approved Tariff.

carbon offset

A product that represents a quantified reduction in greenhouse gas (GHG) emissions by a mitigating activity. Carbon offsets are typically measured in metric tons of carbon-dioxide equivalent (CO<sub>2</sub>e).

commercial customer

Type of customer using natural gas service for space heating, air conditioning, water heating, clothes drying, cooking, or other applications in either a place of business engaged primarily in the sale of goods or services (including educational and health care institutions, local, state and federal government agencies, etc.).

Commission

Public Service Commission of Utah.

commodity cost

The portion of a sales service rate that recovers costs of gas consumed.

Company

Questar Gas Company dba ~~Dominion~~Enbridge Gas~~Energy~~ Utah.

confirmation

Is a process by which nominations are verified with upstream parties. If the verified capacity is greater than or equal to the total nominated quantities, all nominated quantities are scheduled. If verified capacity is less than nominated quantities, nominated quantities will be allocated according to priority of service, see "scheduled quantity".

connection fee

A charge imposed to cover the average costs associated with initiation or reinstatement of service. Additional charges will be assessed in cases of unauthorized use.

contract term

The period of time specified in an agreement between the customer and the Company for which service will be provided and received.

contribution in aid of construction

That portion of total construction costs, over and above any allowances given by the Company, that is paid by the customer prior to commencement of construction of a main extension and/or service line.

customer

Individual, firm or organization classified as either a residential, commercial or industrial customer purchasing and/or transporting natural gas from the Company at each point of delivery, under each rate classification, contract, or schedule. See also definition of "account".

**D**

daily contract limit

Contracted peak winter day use or other limit specified in customer's contract.

daily mean temperature

The sum of the high and low temperatures of the day divided by two.

deferred payments agreement (DPA)

An installment payment plan by which a residential customer can pay a delinquent bill over a period of up to 12 months.

degree-day (heating)

Heating degree day is a term that refers to a measurement of how far the average temperature extends below the base temperature of 65° Fahrenheit. The time period measured is normally a 24-hour day. It is a measurement that is used to calculate weather normalized usage. The heating degree day measurement is calculated by taking the difference between 65° Fahrenheit and average temperature for the period. Any positive difference means that the average temperature was below the base, and this difference is the heating degree days measurement for the period. Any negative difference means that the average temperature was above the base; in this case, the heating degree days measurement is zero.

degree-day variance

The difference between an accumulation of heating degree days for the billing period and the normal heating degree days for the same period.

degree-day factor

An average measurement of gas usage per degree-day unit.

dekatherm (Dth)

A unit of heat equal to 1,000,000 British thermal units (Btu)

delivered pressure

The pressure (psia) of the natural gas as it enters the meter.

demand charge

The portion of a rate for gas service that is based on the maximum or peak-day needs of each customer.

discontinuance

Discontinuance of service is at the customer's request as opposed to termination of service by the Company for nonpayment or breach of contract.

**E**

Extension Area Charge (EAC)

A monthly charge applicable in service extension areas in lieu of a lump sum non-refundable payment to be paid over a period of years and approved by the Commission.

**F**

firm service

Type of service offered to qualifying customers under a schedule or contract that anticipates no interruptions.

firm transportation service

Firm transportation service offered to any qualifying customer under the TBF, TSS, TSM, TSL or MT rate schedules.

fixed charges

A fixed rate billed monthly for each standard billing period, 12 charges per year based on a 30-day billing period. Billing periods under 30 days will be prorated in accordance to applicable Basic Service Fee and actual billing days, see § 8.02.

fuel line

The gas piping owned and maintained by the customer between the meter and gas-operated equipment.

fuel reimbursement

Reimbursement collected by redelivering 1.5% less volumes than were received into the Company's distribution system for transportation service.

**G**

gas daily market index price

Daily index price of gas delivered from the pipeline immediately upstream from the city gate(s) as published in Platt's for Gas Daily for the day in which the imbalance or gas purchase occurred. If Platt's Gas Daily publication is not available, then the Company will determine a daily market index price using a similar index, publication, or comparable methodology.

gas balancing account adjustment provisions

Provision for balancing the Company's actual purchased gas costs against the amount collected in rates. Also known as the "191 Account."

general service customer

A customer receiving service under the Company's GS rate schedule.

**I**

imbalance

A condition occurring when an interruptible transportation customer has a different amount of its own gas delivered into the Company's distribution system than is used less fuel reimbursement at the meter serving his premises.

imbalance tolerance

A level of imbalance which customers are allowed under the balancing provisions, see § 5.08.

industrial customer

Type of customer generally defined as manufacturing, construction, mining, agriculture, fishing, and forestry establishments, and includes the generation of electricity.

input rating

The designed rate of fuel acceptance by a burner, usually expressed in Btu per hour.

interconnect point

A point where customer-owned gas is received into the Company's distribution system.

interruption

Period when gas service is unavailable to interruptible customers; or period when emergency sales restrictions apply to customers because of a major disaster or pipeline break.

interruptible sales service

Interruptible sales service offered to any qualifying customers under the IS schedule.

interruptible transportation service

Interruptible transportation service offered to any qualifying customer under the TSS, TSM, TSL schedules.

**L**

load factor

The ratio of the average usage requirement to the maximum winter usage requirement e.g., average daily usage divided by the usage on the peak winter day. See the Classification Provisions for each rate schedule for the definition applicable to interruptible sales service customers.

**M**

main

Distribution supply line to which service lines may be connected for delivery to ultimate consumers. Mains generally run under city streets and do not cross the customer's property line.

master meter

A single meter used to measure the volume of gas delivered to multiple residential or commercial units, mobile home parks, or separate permanent structures.

maximum daily usage

The largest volume of gas delivered to a customer in one 24-hour period ending at 12 p.m.

meter

An instrument for measuring and indicating, or recording, the volume of gas that has passed through it.

meter protection equipment

Equipment added specifically for physical protection of the meter. Examples include, but are not limited to, bollards for vehicle protection and a shelter for snow and ice protection.

minimum bill

Charge for having connected service even if no gas or less than a specified minimum amount of gas is used during the billing period.

minimum charge

Charge for having connected service even if no gas or less than a specified minimum amount of gas is used during the applicable period.

mobile home

A residential dwelling with a "T" code in the Company's billing records.

monthly market index price

Monthly market index price is the first-of-the-month index price of gas delivered from the pipeline immediately upstream from the city gate(s) as reported in Platts Energy Trader for the month in which the imbalance or gas purchase occurred. If the Platts Energy Trader publication is not available, then the Company will determine a monthly market index price using a similar index, publication, or comparable methodology.

multi-family dwelling

Residential buildings designated with an "A" code in the Company's billing records, which includes structures with two or more dwelling units.

Municipal Energy Sales and Use Tax (MET)

A tax levied by a municipality on the sale or use of natural gas or electricity.

**N**

NGV

Natural gas powered vehicles.

nomination

A request by a specific Transportation Service customer or that customer's authorized supplier/agent (nominating party) to have a physical quantity of customer-owned gas delivered to a specific Company receipt point(s) for a specific gas day or period. Nominations are not considered final until confirmed by the applicable Transportation Service Provider, see "confirmation".

non-registering meter

A meter that, upon reading, incorrectly indicates usage has not occurred or the usage registered is so minimal as to require a laboratory test for confirmation.



**O**

overrun

Volumes burned in excess of daily contract limit.

**P**

peak winter day

Customer's actual peak winter daily usage during the three most recently completed calendar years. When actual daily use is not available, the peak winter day will be estimated by multiplying the average daily usage for the customer's peak winter month by 1.4.

psia

Pounds per square inch absolute.

point of delivery

Outlet of the Company's meter installed to supply the customer with contracted service.

premises

An individually metered place of residence such as a single family dwelling or an apartment unit.

**R**

rate schedule

The rates, charges, and provisions under which service is supplied to a designated class of customer.

receipt point

The point at which measured gas enters the Company's distribution system.

redelivery point

A point of interconnection between Company and an end user, where customer-owned natural gas being transported is redelivered from the Company's distribution system to the customer's premises.

released capacity

Firm capacity on an upstream pipeline which is released by **DominionEnbridge GasEnergy Utah**.

representative daily use

The peak daily usage experienced by a customer over the previous three calendar years or a number determined by the Company to be representative of a customer's peak daily use.

residential customer

Type of customer using natural gas service for space heating, air conditioning, water heating, clothes drying, or cooking in a personal residence such as a home, an apartment, or a condominium.

**S**

scheduled quantity

The final physical quantity of customer-owned gas confirmed by the Transportation Service Provider as delivered to a specific Company receipt point(s) for a specific Transportation Service customer on a specific gas day.

security deposit

Amount required to secure payment of future gas bills which is imposed either at meter turn-on or when a customer has demonstrated poor credit with the Company.

service line

Gas pipe that carries gas from the main to the Company's meter.

service turn-on order

The work order signed by the applicant upon completion of meter turn-on and lighting of the customer's gas appliances, see also definition of "application".

shared appliance

An appliance serving more than one premises.

shared meter

A meter shared by a small number of premises, such as a duplex, or a home with a basement apartment.

standard billing period

A billing period that contains between 20 and 40 days.

summer season billing

April 1 through October 31.

**T**

tail block rate

The last block in any rate schedule.

Tariff

The published volume of rate schedules, conditions of service and billing provisions under which natural gas will be supplied to customers by the Company.

temporary discontinuance of service

Discontinuance of service for any reason lasting less than twelve months. Service to a customer who discontinues service and who applies for resumption of service within twelve months at the same location will be deemed to be a temporary discontinuance of service.

termination

Termination of service is at the Company's discretion for nonpayment or breach of contract, as opposed to discontinuance of service at the customer's request.

trading partners

Transportation customers who have coordinated among themselves to exchange positive and negative imbalances in order to reduce or eliminate their individual imbalances with the Company.

**U**

upstream pipeline

A pipeline that may be used to transport gas to the Company's system.

usage

A measured consumption of natural gas, stated either in volumetric or thermal units.

**V**

Volume Multiplier

The factor used to convert the volume of gas as measured by the Company's meter to actual heat content of gas as sold in dekatherms. It is a combination of several factors including altitude, gas pressure, the chemical composition of the gas, etc. Compressibility of the gas volume is calculated using the AGA Transmission Measurement Committee Report No. 8 Gross Characterization Method. The heat content and other gas component values flowing in the Company's lines will be determined daily from recording calorimeters or other appropriate devices, and averaged for the customer's billing period.

**W**

Weather Normalization Adjustment (WNA)

An adjustment to reduce the effect of variations in the monthly bill due to weather.

weather zone

A climatological area in which normal and actual weather data is gathered for use in calculating WNA.

winter billing months

November through March.

winter season

November 1 through March 31.

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