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October 26, 2011

#### **VIA HAND DELIVERY**

filed electronically in docket office on 10/26/11

Chairman Kenneth C. Hill c/o Sharla Dillon Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243

Re: Petition of Piedmont Natural Gas Company, Inc. Inc., for an Adjustment to Its Rates, Approval of Changes to Its Rate Design, Amortization of Certain Deferred Assets, Approval of New Depreciation Rates, Approval of Revised Tariffs and Service Regulations, and Approval of a New Energy Efficiency Program and GTI Funding, Docket No. 11-00144

#### Dear Chairman Hill:

Enclosed please find an original and four (4) copies of Piedmont Natural Gas Company, Inc.'s Responses to the Consumer Advocate and Protection Division's First Set of Discovery Requests.

This material is also being filed today by way of email to the Tennessee Regulatory Authority docket manager, Sharla Dillon. Please file the original and four copies of this material and stamp the additional copy of this cover letter as "filed." Then please return the stamped copy to me by way of our courier.

Should you have any questions concerning this matter, please do not hesitate to contact me at the email address or telephone number listed above.

Sincerely,

David Killion

**Enclosures** 

Chairman Kenneth C. Hill October 26, 2011 Page 2

cc:

Mr. David Foster, Chief of Utilities Division (w/o enclosure)
Mr. Jerry Kettles, Chief of Economic Analysis & Policy Division (w/o enclosure)
Ryan McGehee, Esq. (w/ enclosure)

C. Scott Jackson, Esq. (w/ enclosure)

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# Piedmont Natural Gas Company Docket No. 11-00144 CONSUMER ADVOCATE DISCOVERY REQUEST NO. 1 September 23, 2011

1. Identify each and every person whom the company expects to call as an expert witness at the hearing on the merits of this matter and the subject matter on which the expert is expected to testify.

**Response:** Piedmont presently expects to call the following expert witnesses at the hearing on the merits of this matter to testify on the subject matters indicated:

Daniel P. Yardley Principal, Yardley & Associates 2409 Providence Hills Drive Matthews, NC 28105 (704 708-9261

Subjects: Allocated cost of service study, rate design, rate derivation, and NGV rates as discussed in Mr. Yardley's prefiled direct testimony.

Donald A. Murry, Ph.d. C.H. Guernsey & Co. 555 North Grand Blvd. Oklahoma City, OK 73312 (405) 416-8100

Subjects: Cost of capital and rate of return on common equity as discussed in Dr. Murry's prefiled direct testimony.

Rhonda Watts Senior Consultant Alliance Consulting Group 1410 Avenue K, Suite 1105B Plano, TX 75074 (214) 473-6771

Subjects: Depreciation expense and depreciation rates applicable to Piedmont's rate base as discussed in Ms. Watts' prefiled testimony.

Gary D. Shambaugh Principal, AUS Consultants 275 Grandview Avenue, Suite 100 Camp Hill, PA 17011 (717) 763-9890

Subjects: Cash working capital/lead lag study as discussed in Mr. Shambaugh's prefiled direct testimony.

# Piedmont Natural Gas Company Docket No. 11-00144 CONSUMER ADVOCATE DISCOVERY REQUEST NO. 1 September 23, 2011

Piedmont reserves its right to call additional expert witnesses or to expand upon the matters testified to by the foregoing experts in response to the direct prefiled testimony of the Consumer Advocate or other intervenors. In the event that Piedmont makes such a determination, it will supplement its response to this data request in a timely manner.

Piedmont would also note that several witnesses testifying on behalf of the Company, whose testimony is fundamentally factual in nature, would also qualify as experts in the respective subject areas to which they are testifying. Notwithstanding this fact, and because their testimony relates to information, data, and opinions gathered in their capacity as officers or employees of Piedmont, or in Mr. Dzuricky's case, as a soon to be retired officer of Piedmont, they are not identified as expert witnesses in this data response. Notwithstanding this fact, Piedmont intends to call these witnesses to testify at the hearing of this matter consistent with their prefiled testimony.

Response provided by Piedmont Natural Gas on October 26, 2011.

# Piedmont Natural Gas Company Docket No. 11-00144 CONSUMER ADVOCATE DISCOVERY REQUEST NO. 1 September 23, 2011

2. Provide a copy of the monthly NOAA reports for the Nashville weather station showing the daily high temperature, daily low temperature and daily heating degree days from 1980 through 2010.

Response: Piedmont does not retain all the NOAA monthly reports going back to 1980. As part of the preparation of this rate case, the Company requested and received from NOAA an electronic file (CD) showing their official, final weather information for the Nashville station. The NOAA CD contained official Nashville weather station data from January 1, 1971 through December 31, 2010. See attached copy of the electronic file received from NOAA (converted to excel format), plus a file from NOAA explaining the data fields presented in that electronic file.

Upon receipt of the CD from NOAA, Piedmont noticed that the daily low temperature for three days -- June 22, 1996; December 22, 1998; and June 22, 1998 -- was missing on the NOAA CD. To complete Piedmont's computation of thirty-year average degree days (which is used in the Company's weather-normalization analysis in this rate case), Piedmont utilized the daily low temperature information per the monthly NOAA reports for those specific 3 days. Likewise, the weather data for the period January 1, 2011 through May 31, 2011 comes from monthly NOAA reports, since this period of time was not captured on the official CD received from NOAA. A copy of these monthly NOAA reports is also attached.

Response provided by Piedmont Natural Gas on October 26, 2011.

July 20, 2010

DAILY SURFACE DATA (PRIMARILY U.S.)

National Climatic Data Center 151 Patton Ave. Asheville, North Carolina

Field numbers are shown with column positions in parenthesis.

FIELD 1 (1-4): DATA ORIGIN

The original NCDC tapedeck of the dataset. Referred to in some of the tables below.

\*\*\* Important Note: If tapedeck number is 3201 or 3202, this indicates the data are preliminary, with less quality control applied than the final data (indicated by 3200 or 3210). The 3201/02 data are replaced online by the final data as soon as final data are available. \*\*\*

FIELD 2 (6-11): COOPERATIVE STATION NUMBER

This 6-character alphanumeric station identifier is assigned by the National Climatic Data Center. The first two digits refer to a state code (value range is 01-91; reference Table "A"). The next four digits refer to the Cooperative Network Index number (value range is 0001-9999). Missing/not assigned = 999999.

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FIELD 3 (13-17): WBAN STATION NUMBER

This 5-character alphanumeric station identifier is assigned by the National Climatic Data Center. It originally referred to Weather Bureau, Army, and Navy (WBAN) stations which mailed weather observational forms to NCDC. These stations normally have more detailed data available than strictly cooperative stations, so stations with WBAN numbers will usually have additional data elements.

Optional Field (19 - 48): STATION NAME

This 30-character alphanumberic field is displayed if the data selection is for data with Station Name. Spacing for all fields following are adjusted 31 characters (e.g., Division Number = 50-51).

FIELD 4 (19-20): DIVISION NUMBER

These two digits refer to the Cooperative Network Division Number (value range is 01-10; 99 = missing Division Number; reference Table "B").

FIELD 5 (22-25): METEOROLOGICAL ELEMENT-TYPE

The type of meteorological elements stored in this data record. Range of values are listed below. Note: 'b' in DATA-VALUE indicates ascii blank.

ASMM

Average Cloudiness Midnight to Midnight (begin September 1992 for ASOS sites). This is the average of all available 30-second

ceilometer data for the 24-hour period expressed in tenths of cloud cover at or below 12,000 feet. The DATA-VALUES are defined in Reference Table "C".

#### ASSS

Average Cloudiness Sunrise to Sunset (begin September 1992 for ASOS sites). This is the average of all available 30-second ceilometer data for the period from sunrise to sunset expressed in tenths of cloud cover at or below 12,000 feet. The DATA-VALUES are defined in Reference Table "C".

#### AWND

Average Daily Wind Speed (begin 1984). Units expressed in miles per hour to tenths. From January 1984 through June 1987 the Element Unit is incorrectly listed as TK (Tenths of Knots), it should be MH (Miles per Hour).

#### CLDG

Cooling Degree Day (begin 1984). Base 65 degrees Fahrenheit.

#### DPNT

Departure from Normal Temperature. DATA-VALUE = -00099 to b00099 degrees Fahrenheit.

#### DPTP

Average Daily Dew-Point Temperature (begin 1984). Units expressed in tenths of degrees Fahrenheit.

#### DYSW

The different types of weather occurring that day (reference Table "D" if FIELD 1 = 3200, Table "E" if FIELD 1 = 3210).

#### חעער

Days with Weather in the Vicinity (begin July 1996). The present (or prevailing) weather occurring at the time of the observation in the vicinity of the station, between 5 and 10 statute miles of the point of observation.

NOTE: This element is used beginning July 1996 and is coded in the same manner as the element DYSW. See the description for DYSW for details. (Reference Table "E")

#### **EVAP**

Daily evaporation (not reported when temperature below freezing). Unit Measurement, Inches & Hundredths of Inches.

#### ตว<sub>MN</sub>

Fastest 2-minute Wind Direction and Speed (begin September 1992 for ASOS sites). Direction is expressed in tens of degree from true north. Speed is expressed in miles per hour. When two or more equal speeds have occurred, the most recent speed and direction are entered.

Example of DATA-VALUE field XXYYY for wind direction and speed: 22048. Wind is from 220 degrees at 48 miles per hour.

#### F5SC

Fastest 5-second Wind Direction and Speed (begin September 1992 for ASOS sites). Direction is expressed in tens of degrees from true north. Speed is expressed in miles per hour. When two or more equal speeds have occurred, the most recent speed and direction are entered.

#### **FMTM**

Time of Fastest Mile or Fastest 1-minute Wind (begin 1984), or

Fastest 2-minute Wind (begin September 1992). Units are expressed in hours and minutes.

#### FRGB

Base of Frozen Ground Layer. The depth below the surface of the ground at which frozen ground is last struck. Data available through 1964 only for designated stations. DATA-VALUE = b00000 to b00099 expressed in whole inches.

#### FRGT

Top of frozen ground layer. The depth below the surface of the ground at which frozen ground is first struck. Data available through 1964 only for designated stations. DATA-VALUE = b00000 to b00099 expressed in whole inches.

#### FRTH

Thickness of Frozen Ground Layer. Base value minus top value. Data available through 1964 only for designated stations. DATA-VALUE = b00000 to b00099

#### **FSTN**

Highest Instantaneous Wind Direction and Speed. This is the highest gust or peak reached by the pen of the gust recorder during the 24 hour period. Direction is expressed in 16 Point WBAN Code (Reference Table "F1"). Speed generally expressed in miles per hour. When two or more equal wind speeds occur the most recent is archived.

#### FSM)

Fastest Mile Wind Direction and Speed. Recorded by stations having triple or multiple register type recording instruments. The speed of a mile of wind occurring in the shortest time is used. This is determined by measuring the jogs on the chart made by the one mile contacts of the anemometer. Speed expressed in miles per hour. Example of value field XXYYY for wind direction and speed: 18045; 18 = wind direction from 169 degrees to 191 degrees. 045 = wind speed 45 miles per hour. FSMI is not digitized for Air Weather Service stations. (Reference Table "F2")

#### **FSMN**

Fastest Observed One-minute Wind Direction and Speed. This is used at stations not equipped with recording instruments. It is obtained by observation of an indicator for one minute and using an average value. Direction is expressed in Tens of Degrees Code. Speed expressed in miles per hour. Example of value field XXYYY for wind direction and speed: 18045; 18 = wind direction from 169 degrees to 191 degrees. 045 = wind speed 45 miles per hour. FSMN is not digitized for Air Weather Service Stations. (Reference table "F2")

#### GAHT

River Gauge Height - Below zero gauge readings. DATA-VALUE = negative values of b00000 to b00999, expressed to the nearest tenth of a foot.

#### HTDG

Heating Degree Days (begin 1984; however, several stations reported this element as early as 1961). Base 65 whole degrees Fahrenheit.

#### MNPN

Daily minimum temperature of water in an evaporation pan (effective September 1963). Unit Measurement, Whole Degrees Fahrenheit.

(Reference Table "P").

Minimum Relative Humidity (through 1955). DATA-VALUE = b00000 to b00100, expressed in whole percent. (AWS stations through January 1958, NWS, FAA, and Navy stations through December 1964. Most stations restarted in 1984; some stations reported this element as early as 1961).

#### MNTP

Average Temperature (begin 1984). The value is the (Max Temp. + Min Temp.)/2, expressed in whole degrees Fahrenheit. (Reference Table

#### MXPN

Daily maximum temperature of water in an evaporation pan (effective September 1963). Unit Measurement, Whole Degrees Fahrenheit. (Reference Table "P").

#### MXRH

Maximum Relative Humidity. DATA-VALUE = b00000 to b00100, expressed in whole percent. (AWS stations through June 1958, NWS, FAA, and Navy stations through December 1964. Most stations restarted in 1986.)

#### PGTM

Peak Gust Time or Maximum 5-second Wind Speed Time. Value = b00000 to b02359, expressed in hours and minutes. Example: 2359 = 23 hours and 59 minutes.

Peak Gust Direction and Speed. If two or more equal peak gust speeds occurred on the same day, the first was digitized for the period July, 1968 through December 1972. Beginning in January 1973, the last was digitized. The direction is generally expressed in 16 Point WBAN Code, with the following exceptions:

- (1) Air Force stations used 36 Point code from January, 1964 through February, 1967, 16 Point WBAN Code from March, 1967 through June, 1968, and 36 Point code again from July, 1968 through December, 1970. Air Force data was generally discontinued by December, 1970.
- Navy stations used 16 Point WBAN Code from the beginning of record through January, 1971, and 36 Point Code from February, 1971 through the present.

Wind speeds are generally expressed in miles per hour through December, 1954, and in knots from January, 1955 to the present. A consistent exception is Navy stations, which used knots for the entire period of record. Example of value field XXYYY after 1954 for wind direction and speed: 44032; 44 = Wind direction from the SE. 032 = Wind speed 032 knots.

Beginning July 1996, wind direction is expressed in 36 Point WBAN Code (Reference Table "F2").

Daily precipitation. Precipitation reading for 24 hours ending at time of observation. Trace is less than 0.005 inch. Unit Measurement, Inches to Hundredths.

PRES

Average Daily Station Pressure (begin 1984). Based on eight 3-hourly observations per day. Units expressed in thousandths of inches of Mercury.

#### PSUN

Daily Percent of Possible Sunshine (begin January 1965). Data Value = b00000 to b00100, expressed in percent.

#### PWND

Prevailing daily wind direction. Unit Measurement, Whole Degrees.

#### RDIR

Resultant Wind Direction (begin 1984). DATA-VALUE expressed to the nearest whole degree code. From January 1984 through late 1994 the Meteorological Element Measurement units code is incorrectly recorded as DT (wind direction in tens of degrees). It should be DW (wind direction in whole degrees).

#### RWND

Resultant Wind Speed (begin 1984). DATA-VALUE is expressed in miles per hour to tenths. From January 1984 through June 1987, the Meteorological Element Measurement Units Code is incorrectly recorded as TK (tenths of knots) and incorrectly recorded as MH (miles per hour) from July 1987 through late 1994. It should be TL tenths of miles per hour.

#### SAMM

Average Cloudiness Midnight to Midnight - (begin September 1992 for ASOS sites). This is the average of all available 30-second ceilometer data for the 24-hour period expressed in oktas of cloud cover at or below 12,000 feet. The DATA-VALUES are defined in Reference Table "C1".

#### SASS

Average Cloudiness Sunrise to Sunset (begin September 1992 for ASOS sites). This is the average of all available 30-second ceilometer data for the period from sunrise to sunset expressed in oktas of cloud cover at or below 12,000 feet. The DATA-VALUES are defined in Reference Table "C1".

#### SCMM

Average Sky Cover Midnight to Midnight (begin January 1965). Element not recorded at stations where personnel were not on duty 24 hours a day. See Elements ASMM and STMM for ASOS sites. DATA-VALUES are expressed in tenths and are defined in Reference Table "C".

#### SCSS

Average Sky Cover Sunrise to Sunset - (begin January 1965). DATA-VALUES are expressed in tenths and are defined in Reference Table "C". See Elements ASSS and STSS for ASOS sites.

#### SGMM

Average Cloudiness Midnight to Midnight (begin September 1992; end June 1996; derived from GOES satellite data). The areal coverage is approximately 50km by 50km centered on the ASOS site. DATA-VALUE is the average of all satellite scans of the site during the 24-hour period, expressed in oktas of cloud cover occurring above 12,000 feet. The DATA-VALUES are defined in Reference Table "C1".

#### SGSS

Average Cloudiness Sunrise to Sunset (begin September 1992; end

June 1996; derived from GOES satellite data). The areal coverage is approximately 50km by 50km centered on the ASOS site. DATA-VALUE is the average of all satellite scans of the site during period from sunrise to sunset, expressed in oktas of cloud cover occurring above 12,000 feet. The DATA-VALUES are defined in Reference Table "C1".

#### SKYC

Daily cloudiness (clear, partly cloudy or cloudy). Clear is zero tenths coverage of the sky by clouds, partly cloudy is four tenths coverage, and cloudy is eight tenths coverage. Unit Measurement, Tenths of sky coverage.

#### SLVP

Average Daily Sea Level Pressure (begin 1984). DATA-VALUE expressed in tenths of millibars.

#### SMMM

Average Sky Cover Midnight to Midnight (begin January 1965). Element not recorded at stations where personnel were not on duty 24 hours a day. See Elements SAMM and SGMM for ASOS sites. DATA-VALUES are expressed in oktas and are defined in Reference Table "C1".

#### SMSS

Average Sky Cover Sunrise to Sunset - (begin January 1965)
DATA-VALUES are expressed in oktas and are defined in Reference
Table "C1". See Elements SASS and SGSS for ASOS sites.

#### SNOW

Daily Snowfall (Snowfall includes sleet). Amount is for 24-hour period ending at observation time. Hail was included with snowfall from July 1948 through December 1955. Hail occurring alone was not included with either snowfall or snow depth before and after that period. Trace is less than 0.05 inch. Unit Measurement, Inches to Tenths.

#### SNWD

Snow depth at observation time. (Snow depth is depth of snow on the ground at time of observation. Trace is depth less than 0.5 inch.) Unit Measurement, Whole Inches. See Table "H".

#### SNyz

Daily minimum soil temperature (see note below). Unit Measurement, whole degrees Fahrenheit. (Reference Table "P").

#### SOvz

Soil temperature at observation time (see note below). Unit Measurement, whole degrees Fahrenheit. (Reference Table "P").

#### STMM

Average Cloudiness Midnight to Midnight (begin September 1992; end June 1996; derived from GOES satellite data). The areal coverage is approximately 50km by 50km centered on the ASOS site. DATA-VALUE is the average of all satellite scans of the site during the 24-hour period, expressed in tenths of cloud cover occurring above 12,000 feet.

#### STSS

Average Cloudiness Sunrise to Sunset (begin September 1992; end June 1996; derived from GOES satellite data). The areal coverage is approximately 50km by 50km centered on the ASOS site. DATA-VALUE is the average of all satellite scans of the site during period from sunrise to sunset, expressed in tenths of cloud cover

occurring above 12,000 feet.

#### SXyz

Daily maximum soil temperature (see note below). Unit Measurement, whole degrees Fahrenheit. (Reference Table "P").

Note: Positions "y" and "z" of the soil temperatures are encoded using reference Table "I", e.g., SN12 indicates that the daily minimum soil temperatures that follow are measured in an area covered with grass and at a depth of four inches or 10 centimeters.

#### TAVG

Daily mean temperature. Unit Measurement, Whole Degrees Fahrenheit.

#### THIC

Thickness of Ice on Water. Measured each Monday at noon LST, or more frequently if ice conditions are changing rapidly. Data available through December 1964 only for designated stations. DATA-VALUE = b00000 to b00999, expressed in tenths of inches.

#### TMAX

Daily maximum temperature. (Maximum temperature reading for 24 hours ending at time of observation.) Unit Measurement, Whole Degrees Fahrenheit.

Important Note: For 1990 - 1994, this element is often shown as missing if FIELD 1 = 3210 and the max temperature was reported as -10 F or lower. NCDC will attempt to correct this problem as soon as resources allow.

#### TMIN

Daily minimum temperature. (Minimum temperature reading for 24 hours ending at time of observation.) Unit Measurement, Whole Degrees Fahrenheit.

Important Note: For 1990 - 1994, this element is often shown as missing if FIELD 1=3210 and the min temperature was reported as -10 F or lower. NCDC will attempt to correct this problem as soon as resources allow.

#### TMPW

Average Daily Wet-Bulb Temperature (begin 1984). DATA-VALUE = -00199 to b00199, expressed in whole degrees Fahrenheit. (Reference Table "P").

#### TOBS

Temperature at observation time. Unit Measurement, Whole Degrees Fahrenheit.

#### TRNG

Daily temperature range. (Maximum temperature minus minimum temperature.) Unit Measurement, Whole Degrees Fahrenheit.

#### TSUN

Daily Total Sunshine. DATA-VALUE = b00000 to b01440, expressed in minutes. (Reference Table "J")

#### WDMV

24-hour wind movement. Unit Measurement, Whole Miles.

#### WTEQ

Water equivalent of snow depth. (For principal stations only. Effective October 1963 for snow depth equal or greater than 2 inches). Unit Measurement, Inches to Tenths.

FIELD 6 (27-28): METEOROLOGICAL ELEMENT MEASUREMENT UNITS CODE

The units and decimal position (precision) of the data value for this record (reference Table "K"). See "Known Uncorrected Problems" for additional details.

FIELD 7 (30-35): YEAR-MONTH

This is the year and month of the data record. Range of values is 1850-current year and 01-12. Example: 199512 = December 1995.

FIELD 8 (37-40): DAY OF MONTH and HOUR OF OBSERVATION

DAY: The day of the month on which the data element was observed. Range of values is 01-31 LST. Will always begin with day 01 and end with day 31.

HOUR OF OBSERVATION: Contains the hour of the daily observation. Hour of observation is reported using the 24-hour clock with values ranging from 00-23 LST, except in the cases of soil temperatures element-type (where the hour is 99 to indicate missing) and "days with weather" (where the hour is 24). Through June 1967 observations were designated as "AM" or "PM"; these values were set to 06 or 18 respectively during the conversion to TD-3200. From July 1967 through 1981, all observations were set to hour 18 (because the majority are p.m. observations). Beginning January 1982, the actual hour of the observation is indicated.

FIELD 9 (42-47): SIGN AND VALUE OF METEOROLOGICAL ELEMENT

SIGN: The algebraic sign of the meteorological data value is given as either a blank or a minus sign (-). Blank indicates a positive value and a minus sign represents a negative value.

VALUE OF METEOROLOGICAL ELEMENT

The actual data value is given as a five-digit integer. One major exception does exist however, for the DYSW (days with weather code) element-type values as explained in Table "D". A very small number of data values are known to have non-numeric entries.

When a data value is missing, the sign of the data value is set to "-", the data value is set to "99999", flag position 1 is set to "M" and flag position 2 is blank.

Prior to September 1991, when no daily precipitation reading was taken but the amount from that day (if any) is included in a subsequent value, the data value of precipitation is set equal to "00000" and flagged with an "S" in flag position 1. In turn, the successive accumulated amount will be flagged with an "A" in flag position 1. Since September 1991, it has been a practice at NCDC to set the precipitation value to "99999" in this situation; the flagging procedure has not changed.

FIELD 10 (49-49): FLAG1

The Data Measurement FLAG (reference Table "N"). This field will not be present if the user chooses a delimited format without data flags.

#### FIELD 11 (51-51): FLAG2

The Data Quality FLAG (reference Table "O"). This field will not be present if the user chooses a delimited format without data flags.

FIELDS 8-11 are then repeated for each day of the month, beginning with 01 in the DAY field, and ending with 31 in the DAY field. So, the data for DAY 02 will occupy columns 53-67, DAY 03 = 69-83, etc.

#### TABLES

\*\*\*\*\*\*TABLE "A"\*\*\*\*\*\*

#### State-Code Table

01	Alabama	28	New Jersey
02	Arizona	29	New Mexico
03	Arkansas	30	New York
04	California	31	North Carolina
05	Colorado	32	North Dakota
06	Connecticut	33	Ohio
07	Delaware	34	Oklahoma
80	Florida	35	Oregon
09	Georgia	36	Pennsylvania
10	Idaho	37	Rhode Island
11	Illinois	38	South Carolina
12	Indiana	39	South Dakota
13	Iowa	40	Tennessee
14	Kansas	41	Texas
15	Kentucky	42	Utah
	Louisiana	43	Vermont
17	Maine	44	Virginia
18	Maryland	45	Washington
19	Massachusetts	46	West Virginia
20	Michigan	47	Wisconsin
21	Minnesota	48	Wyoming
22	Mississippi	49	Not Used
23	Missouri	50	Alaska
24	Montana	51	Hawaii
25	Nebraska	66	Puerto Rico
26	Nevada	67	Virgin Islands
	New Hampshire	91	Pacific Islands

### \*\*\*\*\*\*TABLE "B"\*\*\*\*\*

#### Cooperative Network Division Table

NOTE: The division number for a station may change over time.

#### HAWAII (STATE 51) \*

ISLAND NAME	DIVISION
Kauai Oahu	01 02
Molokai	03

#### CAPD DR 1-2 Response Attachment 2 of 3

Lanai	04
Maui	05
Hawaii	06

\*NOTE: Hawaii (State 51) division numbers were changed during the initial conversion of this file. Divisions within islands no longer exist. Division numbers now represent each island.

#### PACIFIC ISLANDS (STATE 91)

#### Division

- 02 East of 180th Meridian Phoenix Islands, Line Islands, and American Samoa
- 03 Western Pacific Islands, North of 12N
- 04 Caroline and Marshall Islands

#### \*\*\*\*\*\* TABLE "C" \*\*\*\*\*\*

#### SKY COVER in TENTHS for ELEMENTS: ASMM/ASSS/SCMM/SCSS/STMM/STSS

DATA-VAL	.UE							
CODE		5	KY	COVI	ER			
00000	=	Cle	ear	or :	less	than	. 1	coverage
00001	=	.1	Cov	/era	ge			
00002	=	.2	Cot	/eraq	je			
00003	-	.3	Cot	/era	ge			
00004	=	. 4	Cor	rerag	je			
00005	=	.5	Cov	/era	ge		•	
00006	=	.6	Cor	rerag	je ·			
00007	=	.7	Cor	/era	ge			
80000	=	.8	Cot	vera	ge			
00009	=	. 9	Cot	<i>r</i> eraç	ge			
00010	_	1.0	Cot	/erac	ge -	Over	cast	t

#### \*\*\*\*\*\* TABLE "C1" \*\*\*\*\*\*

## SKY COVER in OKTAS for ELEMENTS: SAMM/SASS/SGMM/SGSS/SMMM/SMSS

DATA-VALUE	
CODE	SKY COVER
00000 =	Clear or less than .1 coverage
00001 =	.1 Coverage
00002 =	.3 Coverage
00003 =	.4 Coverage
00004 =	.5 Coverage
00005 =	.6 Coverage
00006 =	.8 Coverage
00007 =	.9 Coverage
00008 =	1.0 Coverage - Overcast

\*\*\*\*\*\*TABLE "D"\*\*\*\*\*\*

#### DYSW - Daily Occurrence of Weather Table

- 00 Day of no occurrence
- 02 Day with fog (POR through 1963 and 1982 to Present)
- 04 Day with drizzle (POR through 1963 and 1982 to Present)
- 05 Day with ice pellets (sleet)
- 06 Day with glaze
- 07 Day with thunder
- 08 Day with hail
- 09 Day with dust or sand storm (POR through 1963 and 1982 to Present)
- 10 Day with blowing snow
- 11 Day with high wind (POR through 1963 and 1982 to Present)
- 12 Day with tornado (POR through 1963 and 1982 to Present)
- 13 Day with rain (1982 to Present)
- 14 Day with snow (1982 to Present)

From 1980 forward, these two-character DYSW element-type codes are stored into the rightmost four characters of the data value portion of the meteorological element. Within the four characters used, the weather codes are entered left justified. Thus, if one type of weather occurs during a day, the data values would appear as OXXOO, where XX is the appropriate weather code. If two types of weather occur, the data value will contain OXXYY, where XX is value 1 and YY is value 2. If more than two types of weather occur on the same day, they will be stored into additional "DLY" records of the element-type code "DYSW" as needed.

NOTE: Prior to 1980, each weather code for DYSW is written as a unique DATA PORTION. Only the left position (XX) of the DYSW code is used (e.g., appears as OXXOO).

\*\*\*\*\*\* TABLE "E" \*\*\*\*\*\*

#### DYSW/DYVC

- 00 No occurrence
- O1 Day with haze (smoke also included through August 1992; see code 30 in this table)
- O2 Day with fog (ice fog included through 1983; see code 17 in this table)
- 03 Day with heavy fog (heavy ice fog included through 1964)
- 04 Day with drizzle (begin 1984)
- O5 Day with ice pellets (sleet and small hail; small hail included through June 1996; see code 31 in this table)
- 06 Day with glaze
- 07 Day with thunder

- 08 Day with hail (1/4 inch or larger in diameter beginning July 1996)
- 09 Day with volcanic ash (begin September 1992; dust or sandstorm with visibility < 5/8 mile was reported as code 09 through August 1992; see codes 27 and 29 in this table)
- 10 Day with blowing snow (includes drifting snow beginning July 1996)
- 11 Day with high wind (squall; speeds increasing to at least 16kts/18mph and sustained at 22kts/25mph or more for at least one minute; begin July 1996)
- 12 Day with tornado (funnel cloud, waterspout included through Aug 1992; see codes 20 and 21 in this table)
- 13 Day with snow (snow pellets, snow grains, and ice crystals included through Aug 1992; see codes 22, 23, 24 in this table)
- 14 Day with rain (drizzle, freezing drizzle, and freezing rain included through 1983)
- 15 Day with freezing rain (begin 1984)
- 16 Day with freezing drizzle (begin 1984)
- 17 Day with ice fog (begin 1984; includes freezing fog beginning July 1996)
- 18 Day with blowing spray (begin 1984; includes spray beginning July 1996))
- 19 Day with unknown source of precipitation (begin 1991 with automated stations)
- 20 Day with funnel cloud (begin September 1992)
- 21 Day with waterspout (begin September 1992; includes tornado beginning July 1996)
- 22 Day with snow pellets (begin September 1992 through June 1996; see code 31 in this table)
- 23 Day with snow grains (begin September 1992)
- 24 Day with ice crystals (begin September 1992)
- 25 Day with ground fog (begin September 1992)
- 26 Day with dust (begin September 1992)
- 27 Day with blowing dust (begin September 1992; includes duststorm when visibility is reduced to less than 5/8 miles beginning July 1996)
- 28 Day with blowing obstruction (begin September 1992 through June 1996)
- 29 Day with blowing sand (begin September 1992); also includes sand as well as sandstorm when visibility is reduced to less than 5/8 mile (begin July 1996)
- 30 Day with smoke (begin September 1992)
- 31 Day with small hail and/or snow pellets (begin July 1996; diameter less than 1/4 inch)
- 32 Day with well developed dust/sand whirls (begin July 1996)
- 33 Day with mist (begin July 1996)
- 34 Day with rain or snow shower; used in reference to weather in the vicinity only (begin July 1996)

\*\*\*\*\*\* TABLE "F1" \*\*\*\*\*\*

FSIN

WIND DIRECTION CODE (16 Point WBAN Code)

12 = NNE 66 = SW 22 = NE 76 = WSW

32 = ENE 77 = W

33 = E 78 = WNW

34 = ESE 88 = NW

#### CAPD DR 1-2 Response Attachment 2 of 3

Example of DATA-VALUE field XXYYY for wind direction and speeds: 12037 Wind is from the NNE at 37 miles per hour.

\*\*\*\*\*\* TABLE "F2"\*\*\*\*\*\*

FSMI & FSMN

WIND DIRECTION CODES

00 = Calm 01 = 010 02 = 020 " through 36 = 360 99 = Unknown

\*\*\*\*\*\* TABLE "G" \*\*\*\*\*\*

PKGS

WIND DIRECTION CODE (36 Point WBAN Code)

21 = SSW03 = NNE24 = SW05 = NE07 = ENE25 = WSW 09 = E27 = W30 = WNW12 = ESE14 = SE32 = NW16 = SSE34 = NNW18 = 536 = N

\*\*\*\*\*\* TABLE "H" \*\*\*\*\*\*

SNWD

DEPTH of SNOW OBSERVED AT:

00:30 GMT prior to July 1952

12:30 GMT 1 July 1952 to 30 May 1957

12:00 GMT 1 June 1957 to present

DATA-VALUE = b000000 to b09999 in whole inches. Trace of snow depth is less than 0.5 inches. Some Alaska and part-time stations take snow depth measurements at different hours.

\*\*\*\*\*\*\*TABLE "I"\*\*\*\*\*

Soil Temperature Table

(y = Code for soil cover)
(z = Code for soil depth)

1		j	1	1		(inches)	(cm)
**	**	**	******	*	****	<b> </b> ********	******
y=	=1	1	Grass	1			
1	2	1	Fallow	z	= 1	2	5
1	3	1	Bare	1			1
1		1	ground	1	2	4	10
1	4	l	Brome	1		•	1
1		1	grass	1	3	8	20
1	5	I	Sod	1			[
1	6	i	Straw	1			l l
1		1	mulc	1	4	20	Į 50 I
1	7	1	Grass	1	İ		1
1			muck	1	5	40	100
1	8	1	Bare	i			1
1		1	muck	ſ	0	Unknown	Unknown
1	0	[	Jnknown	1	1		<b>!</b>
***	* * *	* *	*****	***	*****	*****	*****

NOTE: Soil records are kept since 1982. Some stations may report soil temperatures at observation time twice a day. Separate records will occur for both observation times.

\*\*\*\*\*\* TABLE "J" \*\*\*\*\*\*

#### TSUN

Conversion of minutes to tenths of hours is: MIN TENTHS 33-38 0.6 1-2 0.0 39-44 0.7 3-8 0.1 9-14 0.2 45-50 0.8 15-20 0.3 51-56 0.9 21-26 0.4 57-60 1.0 27-32 0.5 Α ASOS

\*\*\*\*\*\* TABLE "K" \*\*\*\*\*\*

### METEOROLOGICAL ELEMENT MEASUREMENT UNITS CODE

The units and decimal position of the data value for this record. Range of values is listed below.

Whole degrees Celsius С Centimeters CM Whole Fahrenheit degree days D Wind direction in tens of degrees DT Wind direction in whole degrees DW Whole degrees Fahrenheit F Feet and tenths FΝ Whole feet FTHundreds of feet HF Hundredths of inches ΗI Hundredths of miles HМ Time in hours and minutes HR Hundredths of inches but observation was only made to HT tenths Whole inches Ι

Hundredths of inches of mercury

ΙH

#### CAPD DR 1-2 Response Attachment 2 of 3

Thousandths of inches of mercury KD Knots and direction in tens of degrees KS Knots and direction in 16 pt. code М Whole miles MPH and direction in tens of degrees MD ME Whole meters MH Miles per hour MM Millimeters MN Minutes MS MPH and direction in 16 pt. code Tenths of millibars MT No units applicable (none-dimensional) NA No units applicable - element to tenths N1 No units applicable - element to hundredths N2 OS Oktas of sky cover P Whole percent TC Tenths of degree Celsius Tenths of Fahrenheit degree days TD Tenths of degrees Fahrenheit TF Tenths of hours TH TI Tenths of inches TK Tenths of knots

Tenths of millimeters MT

Tenths of miles per hour

Tenths of percent TP

TL

Tenths of sky cover TS

Note: All single digit Element-Units are left justified and blank filled.

### \*\*\*\*\*\* TABLE "N" \*\*\*\*\*\*

#### Data Measurement Flag 1

- Accumulated amount since last A measurement.
- Accumulated amount includes В estimated values (since last measurement).
- Estimated (see Table "O" for E estimating method).
- Value has been manually J validated.
- М -Flagl is "M" if the data value is missing. In this case, the sign of the meteorological value is assigned "-" and the value of the meteorological element is assigned "99999".
- Included in a subsequent value. (data value = "00000" OR "99999").
- Trace (data value = 00000 for a trace).
- Expert system edited value, not validated.
- Expert system approved edited value.

Blank - Flag not needed.

Flag 1 values of "S" and "A" usually occur in pairs (ie. a daily value will have Flag 1 assigned as "S" and the next daily value will have Flag 1 assigned as "A"). For some daily values these flags do not occur in pairs.

Other values occasionally appear in Data Measurement Flag 1 for which documentation is not currently available, e.g., "C" and "s".

#### \*\*\*\*\*\* TABLE "O" \*\*\*\*\*\*

#### Data Quality Flag 2

- 0 Valid data element.
- 2 Invalid data element (subsequent value replaces original value).
- 3 Invalid data element (no replacement value follows).
- 4 Validity unknown (not checked).
- 5 Original non-numeric data value has been replaced by its deciphered numeric value.
- 6 Data element passed through MCCDP QC
- 7 value in MCCDP verifies, estimated value in TD-3200 accepted as replacement (Wisconsin only)
- 3 Estimated value from Michigan quality control (Michigan only)
- 9 Value shifted by a day.
- A Substituted TOBS for TMAX or TMIN
- B Time shifted value
- C Precipitation estimated from snowfall
- D Transposed digits
- E Changed units
- F Adjusted TMAX or TMIN by a multiple of + or -10 degrees
- G Changed algebraic sign
- H Moved decimal point
- I Rescaling other than F, G, or H
- J Subjectively derived value
- K Extracted from an accumulated value
- L Switched TMAX and/or TMIN
- M Switched TOBS with TMAX or TMIN
- N Substitution of "3 nearest station mean"
- Switched snow and precipitation data value
- P Added snowfall to snow depth
- 2 Switched snowfall and snow depth
- R Precipitation not reported; estimated as "O"
- S\*\*- Manually edited value
- T Failed internal consistency check
- U Failed areal consistency check (beginning Oct. 1992)
- V Replacement value based on Temp Val QC process (beginning Feb. 2006)
- \*\* Manually edited value could be derived by any of the procedures noted by Flags A-R.

#### \*\*\*\*\*\*TABLE "P"\*\*\*\*\*

#### Units of Measurement Table

Range of values where b = Blank:

bF Whole degrees Fahrenheit (right
justified

HI Hundredths of inches

bI Whole inches (right justified)

bM Whole miles (right justified)

NA No units applicable (nondimensional)

TI Tenths of inches

#### KNOWN UNCORRECTED PROBLEMS AND DATA CAVEATS:

For maximum and minimum temperature, from 1990 - 1994, the value is often shown as missing if FIELD 1 = 3210 and the temperature was reported as -10 F or lower. NCDC will attempt to correct this problem as soon as resources allow.

For snowfall and snow depth data: For July 1996 to present, this element is not valid and should not be used if FIELD 1 = 3210. NCDC will attempt to correct this problem as soon as resources allow.

For October 1990, there are numerous duplicate data records in the daily data. In using the data, choose the data record with the most daily values for the month.

During the period 1984-86 there are numerous entries for element PRCP of "NA" for the Meteorological Element Units Code. These should be coded as "HI".

In 1988 for states 31-91 (North Carolina to Pacific Islands), the algebraic sign of positive meteorological data values may be coded as "+" symbols instead of as blanks.

The historical data were converted from existing digital files and placed in the element structure format in 1983. At that time these data were only processed through a gross value check. In January 1984, NCDC instituted greatly enhanced computer algorithms for automated validation of digital archives. The revised edit system performs internal consistency checks, climatological limits checks and serial checks. It is the goal of the NCDC that, as resources permit, these historical files will be brought up to the same level of quality as those from 1984 onward.

Quality control "flags" are appended to each element to show how they fared during the edit procedures and to indicate what, if any, action was taken.

The typical progression of temperature instruments was from liquid-in-glass thermometers, to (1960 series) Hygrothermometers, to (1980 series) Hygrothermometers. Scientists are currently investigating the effect these instrument changes (especially the 1980 series) may have on long term temperature records.

Users should also be aware of a potential for a "lag" in the change of observation times used in the logical record and what is actually in practice at the site (that is, several months may be archived digitally under an "old" observation time before NCDC received notification).

Prior to the 1970's, accumulated amounts of precipitation were not always flagged with the "A". Instead the convention was to treat the value following a series of data values flagged with "S" as an accumulated value.

A very small number of data values are known to have non-numeric entries.

Maximum and Minimum Temperature--

National Weather Service, and Federal Aviation Stations: These values are determined from stations equipped with maximum and minimum thermometers or recording instruments. For some sites, when instruments were inoperative, values were selected from hourly observations.

Maximum and Minimum Relative Humidity--

For the period July 1996 through December 1998, the twenty four (24) hour maximum and minimum relative humilities reported as 00000 and 00100 respectively, are incorrect. These values were incorrectly generated for stations that did not report relative humidity.

- U.S. Air Force Stations: From May 15, 1955, for stations taking 24 record observations per day, the maximum and minimum temperatures are determined from hourly observations. The observations at the beginning and ending of day are considered. The values are reported as missing when more than 3 of the hourly observations pertinent to the determination of maximum and minimum temperatures for each 24-hour period are missing or erroneous.
- U.S. Navy Stations: When maximum and minimum thermometer readings are not available, the data at most stations are reported as missing. Some Navy stations determine the maximum and minimum temperatures from hourly observations when readings from maximum and minimum thermometers are not available.

Hail and Snowfall Amounts--

Although the inclusion of hail amounts with snowfall amounts was discontinued after December 31, 1955, some stations may have hail amounts included with snowfall after this date, as late as 1963 at a few stations. This occurred because on the original manuscript form the same column was used for the entry of snow, sleet and hail, and the entry was not indicated as hail. For NWS sites, hail was again included in snowfall amounts beginning in 1989.

#### Confidence Factors --

Days with Weather Code: The "days with weather" element-type (DYSW) cannot be used with any measure of confidence when FIELD 1 = 3200. Principal climatological stations operating 24 hours a day are expected to be the most reliable source of "days with weather". Reporting of this element by cooperative observers is not a requirement and criteria for reporting is not definitive. Most cooperative stations do not record this information.

OEC 1989 NASHVILLE, IN NAT'L WEA SER OFC 1415 KURFREESBORD RD.

## LOCAL CLIMATOLOGICAL DATA



METROPOLITAN AIRPORT

## Monthly Summary

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\* EXTREME FOR THE MONTH - LAST OCCURRENCE IF MORE THAN ONE. I TRACE AMOUNT. + ALSO ON EARLIER DATE(S). HEAVY FOG: VISIBILITY 1/4 MILE OR LESS. BLANK ENTRIES DENOTE MISSING OR UNREPORTED DATA.

DATA IN COLS & AND 12-15 ARE BASED ON 21 OR HORE OBSERVATIONS AT HOURLY INTERVALS. RESULTANT HIND IS THE VECTOR SUM OF HIND SPEEDS AND DIRECTIONS DIVIDED BY THE NUMBER OF OBSERVATIONS. COLS 16 & 17: PEAK GUST - HIGHEST INSTANTANEOUS HIND SPEED. ONE OF THO HIND SPEEDS IS GIVEN UNDER COLS 10 & 19: FASTEST MILE - HIGHEST RECORDED SPEED FOR HHICH A MILE OF HIND PASSES STATION IDTRECTION IN COMPASS POINTS). FASTEST OBSERVED ONE MINUTE HIND - HIGHEST ONE MINUTE SPEED (DIRECTION IN TENS OF DEGREES). ERRORS WILL BE CORRECTED IN SUBSEDUENT PUBLICATIONS.

I CERTIFY THAT THIS IS AN OFFICIAL PUBLICATION OF THE NATIONAL OCEANIC AND ATHOSPHERIC ADMINISTRATION, AND IS COMPILED FROM RECORDS ON FILE AT THE NATIONAL CLIMATIC DATA CENTER

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NATIONAL DEEANIC AND ATHOSPHERIC ADMINISTRATION NATIONAL ENVIRONMENTAL SATELLITE, DATA AND INFORMATION SERVICE

NATIONAL CLIMATIC DATA CENTER ASHEVILLE NORTH CAROLINA Kennel D Waden DIRECTOR NATIONAL CLINATIC DATA CENTER

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## WEATHER CODES

T Q R RH ZR	TORNADO THUNDERSTORM SGUALL RAIN RAIN RAIN SHOHERS FREEZING RAIN	ZL SW SG SP IC	FREEZING DRIZZLE SNOH SNOH SHOWERS SNOW GRAINS SNOW PELLETS ICE CRYSTALS	1PH A F IF GF BD	ICE PELLET SHOWERS HATL FOG ICE FOG GROUND FOG BLOHING DUST	88 89 . K . H . D	BLOWING SAND BLOWING SNOW BLOWING SPRAY SMOKE HAZE DUST
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CEILING: UNL INDICATES UNLIHITED
WIND DIRECTION: DIRECTIONS ARE THOSE FROM HHICH THE HIND BLOHS, INDICATED IN TENS OF DEGREES
FROM TRUE NORTH: 1.E., 09 FOR EAST, 18 FOR SOUTH, 27 FOR WEST. AN ENTRY OF
00 INDICATES CALM
SPEED: THE OBSERVED AVERAGE ONE-MINUTE VALUE, EXPRESSED IN KNOTS IMPH=KNOTS X 1.151.

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#### MAXIMUM SHORT DURATION PRECIPITATION

TIME PERIOD (HINUTES)	5	10	15	20	30	45	60	80	100	120	150	180
PRECIPITATION (INCHES)	0.05	0.06	0,08	0.09	0,13	0.18	0.22	0.24	0,27	0.30	0.35	0.40
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ENDED: TIME	1213	0152	1219	0152	0152	0157	0159	0206	1246	1304	1334	1251

THE PRECIPINATION AMOUNTS FOR THE INDICATED TIME INTERVALS MAY DECUR AT ANY TIME DURING THE MONTH. THE TIME INDICATED IS THE ENDING TIME OF THE INTERVAL. DATE AND TIME ARE NOT ENTERED FOR TRACE AMOUNTS.

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FIRST CLASS

#### JUNE 1996 NASHVILLE, TN

JUNE 1996 NASHVILLE, TN METROPOLITAN AIRPORT

LOCAL CLIMATOLOGICAL DATA published by: National Climatic Data Center

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WBAN # 13897

JUNE 1996 NASHVILLE, TN

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\* The sum of the hourly totals follows the
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MAXIMUM SHORT DURATION PRECIPITATION (MSDP) \*\*

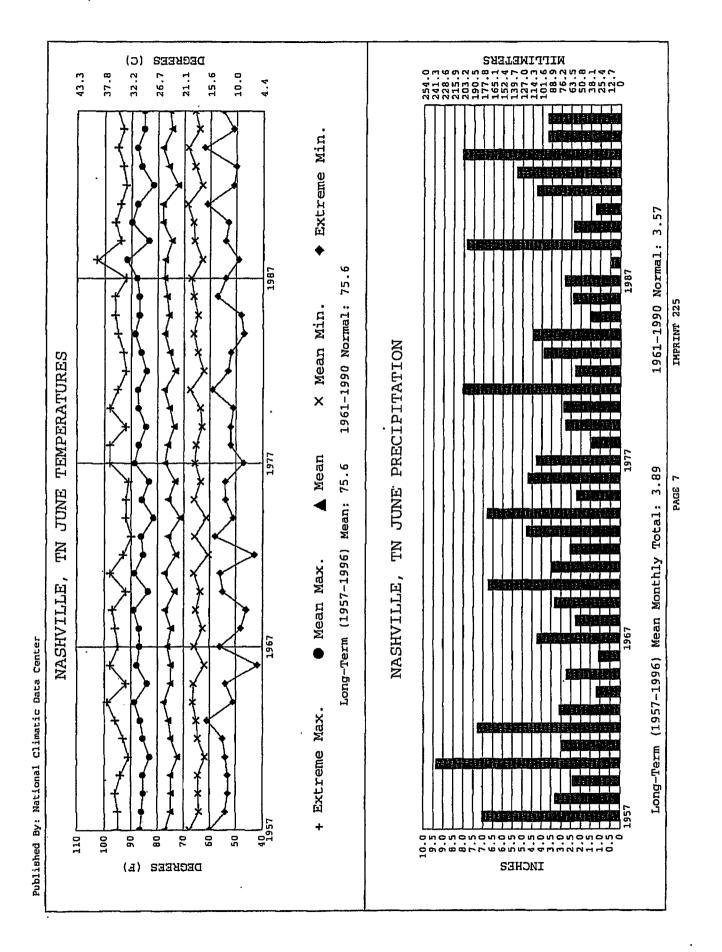
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REFERENCE NOTES :	TOTAL TAXABLE CONTRACT CONTRACTOR	ASOS = AUTOMATED SUFFACE OBSERVING SYSTEM.  * = EXTREME FOR THE MONTH (LAST OCCURRENCE IF MORE THAN ONE).	+ = ALSO OCCURS NEADLER DAYES. F+ = HARVY FOG, VISIBILITY .25 MILES OR LESS. BLANK ENTRIES DENOTE MISSING OR UNREPORTED DATA.	THE HEATING DEGREE DAY SEASON BEGINS JULY 1. THE COOLING DEGREE DAY SEASON BEGINS JANUARY 1. CEILOMETER (30-SECOND) DATA ARE USED TO DERIVE CLOUDINESS AT OR BELOW 12,000 FEET, THIS CLOUDINESS IS THE MEAN CLOUD GOVER DETECTED DURING THE TIME INTERVAL (HOUR, SUNRISE TO SUNSET,	OR MIDNIGHT TO MIDNIGHT). SATELLITE DATA ARE USED TO DERIVE CLOUDINESS ABOVE 12,000 FEET. FEFECTIVE CIOID AMOUNT IS BASED ON THE CIOID COVER AND THE	TRANSPARENCY OF THE CLOUDS WITHIN THE SATELLITE FIELD OF VIEW  (APPROX. 50 × 50 KM).	TO SUNSET CLOUD COVER BELOW AND ABOVE 12,000 FEET. BOTH CEILLOMETER AND SATELLITE DATA MUST BE PRESENT TO COMPUTE SKY	AND O	DIVIDED BY THE NUMBER OF OBSERVATIONS. WIND DIRECTION IS RECORDED IN TENS OF DEGREES (2 DIGITS) CLOCKWISE FROM TRUE NORTH, '00' INDICATES CALM.	SR-SS = SUNRISE TO BUNSET. MN-MN = MIDNIGHT TO MIDNIGHT. SNOWFALL IS FOR THE 24-HOUR PERIOD ENDING AT THE TIME INDICATED	IN COLUMN HEADING. WATER EQUIVALENT OF SNOW ON THE GROUND IS REPORTED ONLY WHEN THE DEPTH IS 2 OR MORE INCHES.	H, F, F+, P-, R, S, AND ZR ARE REPORTED FROM ASOS AUTOMATED SENSORS.  OTHER WEATHER TYPES MAY BE ADDED TO THE REPORT BY STATION PERSONNEL OR BE PROVIDED BY THE WEATHER FORECAST OFFICE (WFO).	A HAIL GL GLAZE SG SNOW GRAINS	BLOWING SAND IC ICE CRYSTALS BLOWING SAND IF ICE FOG #0 VOLCANIC BLOWING SPRAY IP ICE PELLET'S ZL FREEZING	D DUST K SMOKE ZR FREEZING RAIN F FOG L DRIZZLE & TORNADO F+ HEAVY FOG P- UNKN. PRECIP. &C FUNNEL CLOUD GF GROUND FOG R RAIN	S SNOW NORMALS ARE FOR THE YEARS 1961 - 1990. A HEATING (COOLING) DEGREE DAY IS THE DIFERENCE BETWEEN THE AVERAGE DATES THE DIFERENCE BETWEEN THE AVERAGE	DEW PAINT TENTENCHARY OF 1.7  DEW POINT IS THE TEMPERATURE TO WHICH THE AIR MUST BE COOLED TO ACHIEVE 100% RELATIVE HUMIDITY.  WET BULB IS THE TEMPERATURE THE AIR WOULD HAVE IF THE MOISTURE CONTENT WAS INCREASED TO 100% RELATIVE HUMIDITY.	

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NOAA

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### JUNE 1998 NASHVILLE, TN

## NASHVILLE, TN

Lat: 36°07' N

LOCAL CLIMATOLOGICAL DATA NOAA, National Climatic Data Center

METHOPOLITAN AIRPORT

Elev (Ground): 590 Feet Long: 86"41' W

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**JUNE 1998** 

# HOURLY PRECIPITATION

(WATER EQUIVALENT IN INCHES)

NASHVILLE, TN JUNE 1998 BNA

WBAN # 13897

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Time Period (Minutes)

MAXIMUM SHORT DURATION PRECIPITATION (See Note 1)

Note 1: NCDC derives these data from one-minute ASOS values. The table is not printed when inconsistent with ASOS hourly totals.

Note 2: The sum of the hourly totals is given when it differs from the daily total. NWS does not edit ASOS hourly values but may edit daily and monthly totals. Hourly, daily, and monthly totals are printed as reported by the ASOS site.

Precipitation (Inches)					
Ending Date					
Ending Time (Hour/Min)					
Date and time are not entered for TRACE amounts.	for TRA	СЕ ато	unts.		

## SUPPLEMENTAL SUMMARIES REFERENCE NOTES &

\* = Extreme for the month (last occurence if more than one)

+ = also occurs on earlier date T = Trace precipitation amount

BLANK entries denote missing or unreported FG+ = Heavy fog, visibility .25 miles or less

Resultant wind is the vector sum of the wind speeds and directions divided by the number of

observations.

Wind direction is recorded in tens of degrees (2 digits) clockwise from true north. '00' = calm, = variable. Precipitation is for the 24-hour period ending at the time indicated in the column heading.

Water Equivalent of snow on the ground is reported only when the depth is 2 or more inches.

NORMALS ARE FOR THE YEARS 1961-1990

## WEATHER NOTATIONS

QUALIFIER	WEA	WEATHER PHENOMENA	MENA
DESCRIPTOR	PRECIPITATION	OBSCURATION	ОТИЕЯ
BC Patches	DZ Drizzła	BR Mist	molatado SQ
8L Blowing	оя най	DU Widespread	FC Funnel Cloud
DR Low Duffling	GS Small Hail and/or Snow Pellets	7 C	+FC Tomado
FZ Freezing	IC lee Costals		modernia Co
MI Shallow	PE for Polints	Pro Simone	
PR Partial	9-0	978U 7U	Whids
SH Shower(s)	na nain	PY Spray	SO Squells
TS Thunderstorm	SG Snow Grains	SA Sand	miolepan us
	SN Snow	VA Volcanic Ash	
VC in the Vicinity	UP Unknown Precipitation		Gl. Glaze
<u> </u>	(as ind	on pages 4 to	· (0 6):
+ = Heavy		= Moderate	= Light

## **NASHVILLE**, JUNE 1998

cloudiness at or below 12,000 feet. This cloudiness is the mean cloud cover detected during sunrise to Seilometer (30-second) data are used to derive sunset (SR-SS), or midnight to midnight MN-MN).

12,000 feet. Effective Cloud Amount is based on the cloud cover and the transparency of the clouds Satellite data are used to derive cloudiness above within the satellite field of view (approx. 31x31

8) of the sunrise to sunset cloud cover below and above 12,000 feet. Both ceilorneter and satellite data must be present to compute Sky Condition. Clear = 0-2 oktas, Partly Cloudy = 3-6 oktas, Sky Condition is based on the sum (not to exceed Cloudy = 7-8 oktas. A Heating (Cooling) Degree Day is the difference degrees F. The HDD season begins July 1, the CDD between the average daily temperature and 65 season begins January 1. Dew Point is the temperature to which the air must be cooled to achieve 100% relative humidity. Wet Bulb is the temperature the air would have if cooled at constant pressure by evaporation of moisture into it, to 100% relative humidity. Snow Depth, Snowfall, and Sunshine data may come from nearby sites that the National Weather Service deems Climatologically representative of this site.

April 1998 LCD were incorrect and should not be Sunrise and sunset times listed in the March and ADDITIONAL NOTES AND CORRECTIONS:

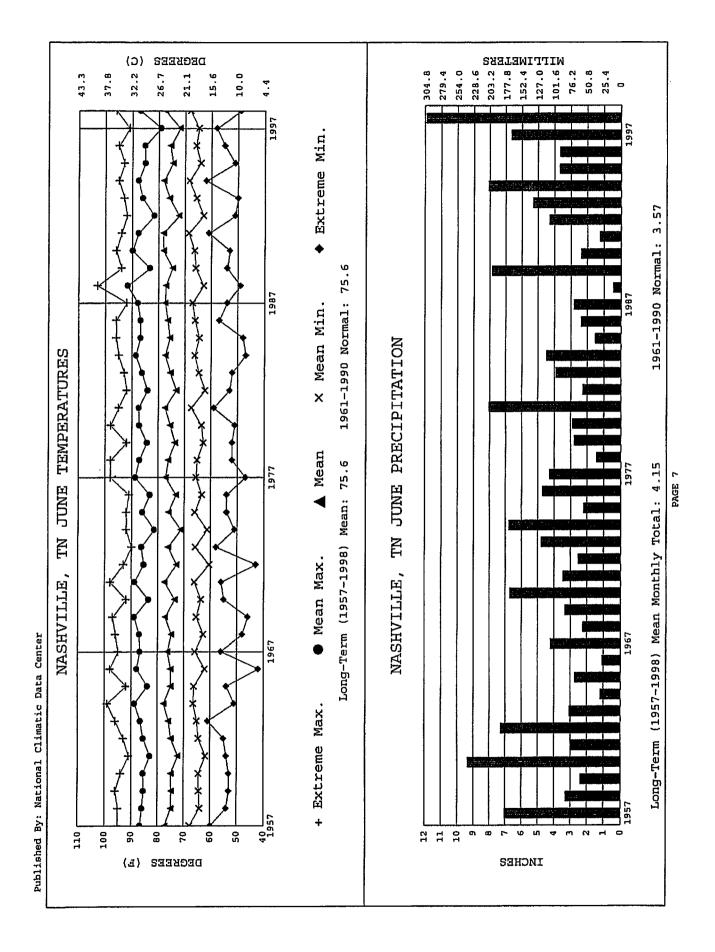
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<b>E, TN</b> BNA WBAN # 13897	MIND	WEATHER OF DEW SELD (WILES)  WEATHER OF DEW POINT FILE BULLS OF DEW POINT FILE			-HOURLY OBSERVATION NOTES	tof the sky obscured, CLR or SKC = 0, FEW = $1/8-2/8$ , $5.5(8-7/8)$ , OVC = $9/8$ , W = Vertical Visibility = $9/8$ . The object above ground level for clouds at or below 12.030 feet.	NC= No celling detected.  & = Original observation contained additional weather elements. See page 3 for additional notes.	SUMMARY BY HOUR	- <del>-</del>	20100	EL BULB  TACOSONG  TACOSON	M HE HE HE HE HE HE HE HE HE HE HE HE HE	<b>0000000</b>	68 71 75 29.33 29.96 9.27 6 3	67 72 65 29.33 29.96 9.35 66 72 58 29.32 29.95 9.40 9 6	66 72 56 29.31 29.93 9.47 8 4 67 73 55 29.29 29.91 9.63 8 5 67 73 55 29.29 29.91 9.35 8 5 67 73 55 29.28 29.91 9.35 8 5	67 73 57 29.27 29.90 9.40 9 6 67 72 59 29.28 29.91 9.43 7 4 67 72 64 29.28 29.91 9.43 6 3 68 72 70 29.28 29.91 9.47 5 2	68 71 74 29.30 29.93 9.37 6 3 67 70 78 29.31 29.94 8.90 5 2 6 7 69 82 29.30 29.93 9.10 6 4 6 6 7 69 82 29.30 29.92 9.10 6 4	
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CAPDOR 12 Response Attachment 3 of 3

### JANUARY 2011 NASHVILLE, TN

JANUARY 2011 LOCAL CLIMATOLOGICAL DAT NOAA, National Climatic Data Center

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CAPD R 2 Response Attachment 3 of 3

FEBRUARY 2011 NASHVILLE, TN

# FEBRUARY 2011 LOCAL CLIMATOLOGICAL DATA NOAA, National Climatic Data Center

A NASHVILLE, TN

Lat:36°7'N Long: 86°41'W Elev (Ground) 600 Feet

Time Zone: CENTRAL WBAN: 13897 ISSN#: 0198-4853

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CAPD R 2 Response Attachment 3 of 3

MARCH 2011 NASHVILLE, TN

## MARCH 2011 LOCAL CLIMATOLOGICAL DATA NOAA, National Climatic Data Center

	NASHVILLE, TN
V	NASHVILLE INTERNATIONAL AIRPORT (KBNA)
<u> </u>	Lat:36 ° 7 'N Long: 86 ° 41'W Elev (Ground) 600 F
	Time Zone: CENTRAL WBAN: 13897 ISSN#:

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CAPD RIZ Response Attachment 3 of 3

APRIL 2011
NASHVILLE, TN

APRIL 2011 LOCAL CLIMATOLOGIC NOAA, National Climatic Data

· vicaly	T (KBNA)	ind) 600 Feet	WBAN: 13897 ISSN#: 0198-4853
Z.	CAI, DATA NASHVILLE INTERNATIONAL AIRPORT (KBNA)	Lat:36 º 7 'N Long: 86 º 41'W Elev (Ground) 600 Feet	RAL WBAN: 1389'
NASHVILLE, TN	NASHVILLE INTE	Lat:36°7'N Long	Time Zone: CENTRAL
	CAI, DATA	Contou	a Cellter

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CAPDOR 1-2 Response Attachment 3 of 3

### MAY 2011 NASHVILLE, TN

MAY 2011

LOCAL CLIMATOLOGICAL DATA NASHY
NOAA, National Climatic Data Center

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NASHVILLE, TN	NASHVILLE INTERNATIONAL AIRPORT (KBNA)	Lat:36 º 7 'N Long: 86 º 41'W Elev (Ground) 600 Feet	Time Zone: CENTRAL WBAN: 13897 ISSN#: 0198-4853
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### Piedmont Natural Gas Company Docket No. 11-00144 CONSUMER ADVOCATE DISCOVERY REQUEST NO. 1 September 23, 2011

3. For each of the Company's rate tariffs, provide a schedule showing the number of customers, total sales, total margin at current rates, total margin at proposed rates and the percentage increase in margin in incremental 1% usage blocks for the test period.

**Response:** See the CONFIDENTIAL excel attachment. Please take note that the representation and calculation of margin in the requested format does not capture margin from the monthly "Billing Demand" charge under Rate Schedules 303, 310 and 313.

Response provided by Piedmont Natural Gas on October 26, 2011.

## This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

## Piedmont Natural Gas Company Docket No. 11-00144 CONSUMER ADVOCATE DISCOVERY REQUEST NO. 1 September 23, 2011

4. Provide a copy of the Company's current tariffs in North and South Carolina.

**Response:** See attachments.

Response provided by Piedmont Natural Gas on October 26, 2011.

							Page 1 of 4
		NORTH (	CAROLINA RATES AND CHAF	RGES			
idential							
Residential Service - Rate 10	<u></u> )1	<u>.</u>	<del></del>				
Monthly Charge November - March April - October	\$ \$	10.00 10.00	Rate Per Therm November - March April - October	\$ \$	0.97756 0.92125		
Outdoor Gaslight Service - R	Rate 105						
Monthly Charge Per Fixture	\$	25.00					
nmercial Small General Service - Rate	102						
	• <u>102</u> \$	22.00	Rate Per Therm November - March April - October	\$ \$	0.86090 0.82453		
Small General Service - Rate	\$	22.00	November - March				
<u>Small General Service - Rate</u> Monthly Charge	\$	22.00 75.00	November - March		0.82453		0.88366 0.86871
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Small General Service - Rate Monthly Charge  Medium General Service - R	\$ ate 152 \$		November - March April - October Rate Per Therm November - March	First 5 Over 5	0.82453 6,000 5,000 6,000	* \$ \$	0.86871 0.78721

<sup>\*</sup> Piped natural gas deliveries are subject to State Excise Tax. Natural Gas Vehicle Fuel is subject to Federal, State and local highway

<sup>\*\*</sup> The Monthly Charge for Rate 142 is not applicable to gas Service provided at the Company's Premises.

\*\*The Company may bill in units of Gasoline Gallon Equivalent ("GGE") for gas Service provided at the Company's Premises under Rate 142. The rates above convert 1.26 Therms to 1 GGE.

Page 2 of 4

### NORTH CAROLINA RATES AND CHARGES

Industrial

Lui go Conorai Caico Co.	rvice - Rate 103					
Monthly Charge Demand Charge (monthly Rate Per Therm	y per peak day therm usage)			\$ 350 \$ 1.23		
vale rei illenni	November - March			April - October		
	First 15,000	\$	0.63203 *	First 15,000	\$	0.58032
	Next 30,000	\$	0.57499 *	Next 30,000	\$	0.53018
	Next 90,000	\$	0.54551 *	Next 90,000	\$	0.51184
	Next 165,000	\$	0.52601 *	Next 165,000	\$	0.50099
	Next 300,000	\$	0.53233 *	Next 300,000	\$	0.49173
	Over 600,000	\$	0.49533 *	Over 600,000	\$	0.48673
nterruptible Sales Servi	ice - Rate 104	<u> </u>	-			
Monthly Charge Rate Per Therm				\$ 350	.00	
Tale Fel Illenii	November - March			April - October		
	First 15,000	\$	0.66007 *	First 15,000	\$	0.58532
	Next 30,000	\$	0,62996 *	Next 30,000	\$	0.55584
	Next 90,000	\$	0.60033 *	Next 90,000	\$	0.54179
	Next 165,000	\$	0.56883 *	Next 165,000	\$	0.52157
	Next 300,000	\$	0.55574 *	Next 300,000	\$	0.50658
	Over 600,000	\$	0.55399 *	Over 600,000	\$	0.49165
Large General Transpor	rtation Service - Rate 113					
11 11 t - Ob				e 350	.00	
	v nor nock day therm usage)				0.00 057	
Demand Charge (monthly Standby Sales Service Cl	y per peak day therm usage) harge (monthly per peak day t	herm usage	e)	\$ 350 \$ 0.26 \$ 1.20	057	
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t	herm usage	<b>)</b>	\$ 0.26	057	
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t <u>November - March</u>		e) 0.15996 *	\$ 0.26 \$ 1.20	057	0.10831
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t	herm usage \$ \$		\$ 0.26 \$ 1.20 April - October	057 000 \$ \$	0.10831 0.05837
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t <u>November - March</u> First 15,000	\$	0.15996 *	\$ 0.26 \$ 1.20 April - October First 15,000	057 000 \$ \$ \$	
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t <u>November - March</u> First 15,000 Next 30,000	\$ \$	0.15996 * 0.10338 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000	057 000 \$ \$	0.05837
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t <u>November - March</u> First 15,000 Next 30,000 Next 90,000	\$ \$ \$	0.15996 * 0.10338 * 0.07388 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000	057 000 \$ \$ \$	0.05837 0.04025 0.02928 0.01852
Demand Charge (monthly Standby Sales Service Cl	harge (monthly per peak day t November - March First 15,000 Next 30,000 Next 90,000 Next 165,000	\$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 *	\$ 0.26 \$ 1.20 <u>April - October</u> First 15,000 Next 30,000 Next 90,000 Next 165,000	057 000 \$ \$ \$ \$	0.05837 0.04025 0.02928
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm	November - March First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000	\$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000	\$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm  Interruptible Transporta  Monthly Charge	November - March First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000	\$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000	\$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm  Interruptible Transporta  Monthly Charge	November - March First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000 And the first 14	\$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000	\$ \$ \$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm  Interruptible Transporta  Monthly Charge	November - March First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000  Aution Service - Rate 114	\$ \$ \$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 * 0.05396 * 0.02110 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 360,000 Over 600,000 \$ 350 April - October	\$ \$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm  Interruptible Transporta  Monthly Charge	November - March First 15,000 Next 30,000 Next 90,000 Next 90,000 Next 300,000 Over 600,000  Aution Service - Rate 114  November - March First 15,000	\$ \$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000 \$ 350 April - October First 15,000	\$ \$ \$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852 0.00943
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm  Interruptible Transporta  Monthly Charge	November - March First 15,000 Next 30,000 Next 90,000 Next 90,000 Next 300,000 Over 600,000  Attlon Service - Rate 114  November - March First 15,000 Next 30,000	\$ \$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 * 0.05396 * 0.02110 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 360,000 Over 600,000 \$ 350 April - October	\$ \$ \$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852 0.00943
	November - March First 15,000 Next 30,000 Next 90,000 Next 90,000 Next 300,000 Over 600,000  Aution Service - Rate 114  November - March First 15,000	\$ \$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 * 0.05396 * 0.02110 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 365,000 Over 600,000 \$ 350 April - October First 15,000 Next 30,000	0.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852 0.00943
Demand Charge (monthly Standby Sales Service Cl Rate Per Therm  Interruptible Transporta  Monthly Charge	November - March First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000  atlon Service - Rate 114  November - March First 15,000 Next 30,000 Next 30,000 Next 30,000 Next 30,000 Next 30,000 Next 30,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0.15996 * 0.10338 * 0.07388 * 0.05338 * 0.05396 * 0.02110 * * 0.14544 * 0.12246 * 0.09435 *	\$ 0.26 \$ 1.20 April - October First 15,000 Next 30,000 Next 90,000 Next 165,000 Next 300,000 Over 600,000 \$ 350 April - October First 15,000 Next 30,000 Next 30,000 Next 30,000	0.00 \$ \$ \$ \$ \$ \$ \$ \$	0.05837 0.04025 0.02928 0.01852 0.00943 0.09121 0.06169 0.04860

<sup>\*</sup> Piped natural gas deliveries are subject to State Excise Tax.

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### **NORTH CAROLINA RATES AND CHARGES**

### Industrial

Transportation Service to Military Installations with Contract Demand in Excess of 5,000 DT per Day - Rate T-10
---

Demand Charge (monthly per peak day them usage)

\$ 0.80755 \*

Rate Per Therm

November - March

\$ 0.10184 \*

April - October

\$ 0.06260

### Service to Military Installations Located in Onslow County - Rate 12

Rate Per Therm

November - March

\$ 0.75547 \*

April - October

0.70534

### Transportation Service to Military Installations in Onslow County - T-12

Rate Per Therm

November - March

\$ 0.29677 \*

April - October

\$ 0.24677 \*

### Standby On-Peak Supply Service - ST-1

Demand Charge (monthly per peak day therm usage)

\$ 0.42600 \*

Capacity Charge

\$ 0.12700

Issued to comply with the authority granted by The North Carolina Utilities Commission Docket No. G-9, Sub 599 Issued:

Effective:

November 1, 2011

<sup>\*</sup> Piped natural gas deliveries are subject to State Excise Tax.

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### NORTH CAROLINA RATES AND CHARGES

### Miscellaneous Fees And Charges

Emergency Service Rate Per Therm	\$	1.00	In addition to commodity prices as defined in Rate Schedule 106, Rate For Emergency Service.
Unauthorized Over Run Penalty Per Therm	\$	2.50	In addition to commodity prices as defined in Rate Schedule 106, Rate For Emergency Service.
Reconnect Fees			
Residential			
February Through August September Through January	\$ \$	55.00 85.00	
All Others			
February Through August September Through January	\$ \$	55.00 110.00	
Returned Check Charge			
Returned Check Charge	s	25.00	

Issued to comply with the authority granted by The North Carolina Utilities Commission Docket No. G-9, Sub 599 Issued: Effective:

November 1, 2011

### <u>Piedmont Natural Gas Company</u> <u>North Carolina</u> Index of Tariff & Service Regulations

**Residential Service** Rate Schedule 101 Small General Service Rate Schedule 102 Rate Schedule 103 Large General Sales Service Rate Schedule 104 Interruptible Sales Service Rate Schedule 105 Outdoor Gaslight Service Rate Schedule 106 Schedule for Limiting and Curtailing Service Balancing, Cash-Out, and Agency Authorization Rate Schedule 107 Rate Schedule 108 Negotiated Service Rate Schedule 113 Large General Transportation Service Rate Schedule 114 Interruptible Transportation Service Natural Gas Vehicle Fuel Rate Schedule 142 Medium General Service Rate Schedule 152 Service to Military Installations Located in Onslow County Rate Schedule 12 Transportation Service to Military Installations with Contract Demand in Rate Schedule T-10 Excess of 5,000 DT per Day

Transportation Service to Military Installations in Onslow County

### Service Regulations

Rate Schedule T-12

Rate Schedule ST-1

Appendix A Procedure for Rate Adjustments Under G.S. 62-133.4

Standby On-Peak Supply Service

Appendix B Customer Agent Agreement

Appendix C Margin Decoupling Tracker

Appendix D Equal Payment Plan (EPP)

Rate Schedule 101

Page 1 of 1

Issued: 10/30/2008

Effective: 11/01/2008

### RATE SCHEDULE 101 RESIDENTIAL SERVICE

### **Applicability and Character of Service**

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to a residential unit which is individually metered and to family care homes as defined in G.S.168-21, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations. The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service.

### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject adjustment from time to time with the approval of the North Carolina Utilities Commission.

### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained with Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

Rate Schedule 102

Page 1 of 1

Issued: 10/30/2008 Effective: 11/01/2008

### RATE SCHEDULE 102 SMALL GENERAL SERVICE

### **Applicability and Character of Service**

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily usage is less than 20 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations. Average daily gas usage will be based on the Customer's usage during the most recent past calendar year ended on December 31 and adjusted for cycle length. Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service. Any reclassification or change in quantity or character of Service to Customer will be subject to the procedures set forth in the Company's Service Regulations.

At its option, a family care home, as defined in G.S. 168-21, may elect service under Rate Schedule 101 – Residential.

### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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### RATE SCHEDULE 103 LARGE GENERAL SALES SERVICE

### **Availability**

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 103 and the procedures set forth in the Company's Service Regulations.

### **Character of Service**

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 113 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer large general transportation Service under Rate Schedule 113, (b) the Company is able to provide Service under Rate Schedule 113 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule 113 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

### **Rates and Charges**

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

### **Billing Demand**

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company.

Changes to the Customer's billing demand determinant will become effective June 1 of each year.

Issued by Thomas E. Skains, Chairman, President and CEO

Issued: 10/30/2008

Issued: 10/30/2008

Effective: 11/01/2008

North Carolina Utilities Commission in

Docket No. G-9, Sub 550

Rate Schedule 103

Page 2 of 2

Issued: 10/30/2008

Effective: 11/01/2008

### RATE SCHEDULE 103 LARGE GENERAL SALES SERVICE

For Customers commencing initial gas service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during that initial partial year, but shall be a minimum of 50 dekatherms. If a Customer has received gas Service from the Company prior to receiving Service under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinant.

The calculation of Customer billing determinants hereunder shall not create any right to Service at a specified level. All changes to character or quantity of Service shall be subject to the Company's consent based on the evaluation and analysis described in the Company's Service Regulations.

### Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

Rate Schedule 104

Page 1 of 2

Issued: 10/30/2008

Effective: 11/01/2008

### RATE SCHEDULE 104 INTERRUPTIBLE SALES SERVICE

### **Availability**

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina on an interruptible basis to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 104 and the procedures set forth in the Company's Service Regulations.

### **Character of Service**

The nature of Service provided by Company to Customer under this Rate Schedule is interruptible sales Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 114 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer large general interruptible transportation Service under Rate Schedule 114, (b) the Company is able to provide Service under Rate Schedule 114 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule 114 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

### Standby Alternate Fuel Capability Requirement

Customers purchasing gas pursuant to this Rate Schedule shall maintain, in <u>useable</u> condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas Service without further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

Rate Schedule 104

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### RATE SCHEDULE 104 INTERRUPTIBLE SALES SERVICE

### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

### Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service" and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

Issued by Thomas E. Skains, Chairman, President and CEO Issued to comply with authority granted by the North Carolina Utilities Commission in Docket No. G-9, Sub 550

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### RATE SCHEDULE 105 OUTDOOR GASLIGHT SERVICE

### **Applicability and Character of Service**

Gas Service under this Rate Schedule is available in the area served with natural gas by the Company in the State of North Carolina to Customers with non-metered gas, when a meter cannot easily be installed, in mantle-equipped outdoor gas lights, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

### Rates and Charges

The rates to be charged for gas Service for each gas light pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

### Payment of Bills

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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Page 1 of 2

Issued: 10/30/2008 Effective: 11/01/2008

### RATE SCHEDULE 106 SCHEDULE FOR LIMITING AND CURTAILING SERVICE

### Applicability and Character of Service

This Service Schedule defines the types of curtailment or interruption that the Company may invoke for Customers with interruptible Service from time to time due to the occurrence of extreme weather conditions, operating condition constraints, Force Majeure events, or other causes for limitation of Service specified in the Company's Service Regulations and Rate Schedules and describes the process and procedures to be followed in the implementation of gas Service restrictions.

### **Curtailment of Service**

Whenever the Company curtails Service pursuant to the Service Regulations and/or Rate Schedules, Service shall be curtailed in accordance with the provisions and priorities set forth in the Service Regulations. Upon curtailment of Service to Customers receiving redelivery Service from the Company, such Customers shall take all reasonably available measures to adjust their deliveries to the Company in order to minimize any imbalances on upstream pipelines. Customer shall be responsible for resolving all such imbalances on upstream pipelines.

### **Emergency Service**

The Company will make every reasonable effort to deliver plant protection volumes to industrial and commercial Customers that do not have standby fuel systems sufficient to prevent damage to facilities or danger to personnel, or to Customers that find it impossible to continue operations on the Customer's standby or alternate energy source as a result of a bona fide existing or threatened emergency. This includes the protection of such existing material in process that would otherwise be destroyed, or deliveries required to maintain plant production. All emergency gas Service is interruptible and is of a discretionary nature on the part of the Company and implies no present or future obligation of the Company to any Customer to provide such Service on either a temporary or continuing basis. Deliveries of emergency Service hereunder shall be made pursuant only to advance operating arrangements between the Company's authorized personnel and the Customer and shall be subject to curtailment and interruption at any time should the Company deem it necessary.

### Rate for Emergency Service

If the Company has authorized the Customer to consume limited quantities of emergency gas as provided in the above paragraph, then all gas so delivered by the Company to the Customer will be at a rate set forth on the Company's "Rates and Charges" tariff sheet plus the higher of two commodity indices - a "Monthly Contract Price" or a "Daily Price" - for each dekatherm of consumption. "Monthly Contract" shall be defined as the monthly contract index price for the applicable calendar month as first published in <a href="Inside F.E.R.C.'s - Gas Market Report">Inside F.E.R.C.'s - Gas Market Report</a> in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index", plus Transco's zone 3 to zone 5 IT transportation rate inclusive of all surcharges and fuel. "Daily Price" shall be defined as the daily price for gas defined by <a href="Gas Daily">Gas Daily</a> as stated in the "Daily Price Survey", "Citygates", "Transco Z6 (non-NY)", "Midpoint" price. For days of gas delivery when the <a href="Gas Daily">Gas Daily</a> is not published, the <a href="Gas Daily">Gas Daily</a> price shall equal the price as published on the nearest subsequent day by <a href="Gas Daily">Gas Daily</a>. The gas delivery to Customer will continue to be billed hereunder until the Company

Rate Schedule 106

Page 2 of 2

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### RATE SCHEDULE 106 SCHEDULE FOR LIMITING AND CURTAILING SERVICE

notifies the Customer that either (1) further gas sales or redelivery may be made under the Customer's regular Rate Schedule or (2) complete curtailment is unavoidable and that further gas sales and redelivery will be considered unauthorized.

### **Unauthorized Over Run Penalty**

If at any time a Customer fails to discontinue the consumption of gas after being directed to do so by the Company pursuant to an Operational Order, or otherwise takes gas at levels in excess of the quantities specified by the Company or in violation of the provisions of the Company's Rate Schedules or Service Regulations, such quantities shall constitute an unauthorized over run volume. For each dekatherm of such unauthorized over run volume taken by such Customer, such Customer shall pay to the Company a rate set forth on the Company's "Rates and Charges" tariff sheet plus the higher of two gas commodity indices - a "Monthly Contract Price" or a "Daily Price" as both are defined above plus the maximum transportation unit rate for Rate Schedule 114. Customers that take unauthorized over run volumes shall be further subject to immediate termination of Service or disconnection from the Company's system. In the event of such termination of Service or disconnection, service shall not be restored until the reconnection fee specified in the Company's Service Regulations has been paid by Customer to Company.

The Customer's consumption will continue to be unauthorized until the Company notifies the Customer that either (1) further gas sales or redelivery may be made under the Customer's regular Rate Schedule or (2) the Company agrees to provide Emergency Service under this Rate Schedule or (3) the Company terminates flow at the valve.

The Customer shall be liable for the above charges together with and in addition to any incremental charges or assessments (including, but not limited to penalties) by the upstream interstate pipeline during the time of the unauthorized usage by such Customer. The payment of a penalty for unauthorized over run volumes shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run volumes, nor shall such payment be considered as a substitute for any other remedies available to the Company or any other Customer against the offending Customer for failure to adhere to its obligations under the provisions of this Rate Schedule.

### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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Issued: 4/28/2009

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### RATE SCHEDULE 107 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

### Applicability

The provisions of this Rate Schedule 107 shall apply to all tariffed transportation services provided by the Company under Rate Schedules 113, 114, T-10, and T-12, as well as all transportation special contracts, unless expressly provided otherwise therein.

### Limitations on Intra-month Imbalances

Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Customers (or its Agent) are responsible to match daily gas deliveries into the Company's system with daily gas consumption by Customer as closely as possible. Any imbalances shall be corrected by the Customer (or its Agent), insofar as practicable, during the month in which they occur. Customers (or its Agent) are expected to proactively manage intramonth imbalances. Customer (or its Agent) may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems, comply with balancing requirements of the upstream pipeline(s), and to mitigate the need to acquire additional daily supply at prices that would adversely affect sales customers. The Customer (or its Agent) will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer under this Rate Schedule.

In the event Customer (or its Agent) fails to abide by the requirements set forth above, the Company shall have the right to curtail deliveries to Customer (Customers in a transportation pool operated by a single Agent will be curtailed on a pro rata basis based on nominated quantities) if an imbalance is negative or reducing Customer's nominated quantities if an imbalance is positive. The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer. The Company reserves the right to take other reasonable action to mitigate system operational problems. The Company will use its reasonable efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction or delivery curtailment and will notify Customer of any reduction to Customer's nomination that has been instituted by the Company. The Company reserves the right to initiate Standby Sales Service if elected by the Customer pursuant to Rate Schedule 113 when, in the judgment of the Company, such action is necessary to reduce or eliminate operational problems resulting from the gas imbalances of the Customer. The Company will use reasonable efforts to notify the Customer or the Customers' Agent before initiating Standby Sales Service hereunder.

By 11:30 am Eastern Time on the fifth business day prior to the beginning of each month, the Customer must inform the Company of the nominating Agent for gas to be transported. If no notification to the contrary is provided, the Agent providing service during the prior month shall be deemed to be the nominating Agent by default. By 11:30 am Eastern Time on the fourth business day prior to the beginning of each month, the Customer shall submit a timely and valid nomination for transportation. Changes to nominations for gas transportation within the month are due by 11:30 am Eastern Time on the day prior to gas flow. Company will have no obligation to accommodate intraday nomination changes.

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### RATE SCHEDULE 107 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

### **Balancing On Upstream Pipeline(s)**

It shall be the Customer's responsibility to remain in balance on a daily and monthly basis with upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against the Company. If the Company is assessed a penalty by an upstream pipeline, the Company shall have the right to pass-through all such penalties to the Customer or its Agent if the Customer has had an imbalance with the Company during the period for which the penalty was assessed.

### **Monthly Imbalance Resolution**

Any differences between the monthly quantities delivered to the Company's city gate facilities for the account of the Customer monthly, and the monthly quantities consumed by the Customer as metered by the Company, shall be the monthly imbalance. The Percentage of Imbalance is defined as the monthly imbalance divided by the monthly quantities consumed by the customer. Unless the Company and Customer agree to correct imbalances "in kind," the imbalance shall be resolved monthly by "cashing out" the imbalances as they are known to exist at that time. If the Customer consumes more gas than it has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and the Company will sell the amount of the deficiency to the Customer by charging the price as specified below. If the Customer consumes less gas than has been delivered to the Company, the Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus from the Customer by paying the price as specified below.

If the Customer's imbalance is less than or equal to 2% of the total monthly volume consumed, or if the total aggregated imbalance for the Agent is less than or equal to 2% of the total volume consumed by all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long or the price paid by the Customer (or Agent) if the imbalance is short will be the sum of (a) the average of all published indices for the month as published in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from Zone 3 to Zone 5.

If the Customer's Percentage of Imbalance is more than 2%, or if the total aggregated Percentage of Imbalance for the Agent is more than 2% for all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long is the lower of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5 or the lowest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana — Gulf Coast, Onshore plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5. If Customer (or Agent) imbalance is short, then the price paid by the Customer (or Agent) will be the higher of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5 or

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### RATE SCHEDULE 107 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

the highest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana -- Gulf Coast, Onshore plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5.

If the Percentage of Imbalance for the Customer (or Agent) is "short" by more than 2%, the price paid by the Customer (or Agent) to the Company for each dekatherm of the total deficiency will be equal to the price listed above for short imbalances times the premium percentage corresponding to the percentage of the deficiency listed in the table below.

If the Percentage of Imbalance for the Customer (or Agent) is "long" by more than 2%, the price paid by the Company to the Customer (or Agent) for each dekatherm of the total surplus will be equal to the price listed above for long imbalances times the discount percentage corresponding to the percentage of the surplus listed in the table below.

Percentage of the Imbalance	Short (Premium)	Long (Discount)
Over 2% & equal to or less than 5%	110%	90%
Over 5% & equal to or less than 10%	120%	80%
Over 10% & equal to or less than 15%	130%	70%
Over 15% & equal to or less than 20%	140%	60%
Over 20%	150%	50%

### **Agency Authorization Form**

Certain Rate Schedules permit a Customer to appoint a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. Customer shall authorize a Customer's Agent by executing an Agency Authorization Form in the form attached to this Rate Schedule. In order to be considered a Customer's Agent, a third party must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix B to the Company's Service Regulations. To the extent that the Agent appointed by the Customer is common to other Customers of the Company, the Company will permit such Agent to aggregate all such qualifying Customers' transportation quantities for purposes of administering service to such Agent. Once a Customer has designated an Agent, the Agent is then authorized to act on behalf of that Customer and as such, the Agent will be considered as the Customer in all corresponding references contained within this Rate Schedule. The Customer may not change Agents within the calendar month without the permission of the Company, unless the Agent's right to conduct business has been suspended by the Company, in which case, the Customer may act without an Agent or may provide written notice to the Company of the new Customer's Agent designated by the Customer. The Company will provide reasonable notice to Customer in the event of any suspension of Customer's Agent and will provide copies to Customer, on an expeditious basis and by electronic or other means, of any formal notices issued to the Customer's Agent. All Agents must utilize the electronic means made available by the Company in order to submit nominations. The Company may recover from the Agent all costs incurred in providing the Agent access to the electronic bulletin board.

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### RATE SCHEDULE 107 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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### RATE SCHEDULE 107 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

AGENCY AUTH	ORIZATION	FORM		
EFFECTIVE DA	<u>re</u>			
CUSTOMER				
NAME OF FACI	LITY			
ACCOUNT NUM	BER (S)			
<u>AGENT</u>				
AGENT CONTA	<u>CT</u>			PHONE #
This is to advise Pi	edmont Natura	l Gas Company tha	t	(Customer) has
authorized		(Agent) to act	on its be	half for the following transactions:
		imbalance res		
Customer will p AUTHORIZATIO for the accounts de	orovide Piedm N FORM" at lesignated, unles	ont Natural Gas east five (5) busine	Compa ss days p to condu	ch are not paid on these accounts.  ny with a revised "AGENCY rior to the beginning of the month oct business has been suspended by
AUTHORIZED		AUTH	ORIZED	
SIGNATURE	. 475	SIGNA	ATURE_	NIT
FOR THE CUSTO	MER	FOR I	HE AGE	NI
Please Print				
AGENT'S NAME		TITLE _		
PHONE #		FAX #		
MAILING ADDR Please submit to:	End User Tra	nsportation ural Gas Company	OR	End User Transportation Fax Number: (704) 364-8320
	P. O. Box 330 Charlotte, N.	)68	J.C	1 all 1 all 1001 (70 1) 30 1 0320

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Issued: 10/30/2008

Effective: 11/01/2008

### RATE SCHEDULE 108 NEGOTIATED SERVICE

### **Applicability and Character of Service**

On occasions, the Company may have gas that it cannot sell or transportation service that it cannot provide pursuant to its Rate Schedules because its maximum rates are not competitive with alternate fuels. On such occasions, a service opportunity is lost to the Company and to its Customers. This Rate Schedule is designed to permit the Company to provide Services at negotiated rates.

Gas Service under this Rate Schedule is available on a limited term basis to Customers in the area served by the Company in the State of North Carolina who receive Services under the Company's Rate Schedules 104 or 114 or those Special Contracts whose contracts permit negotiated service. The Company may provide negotiated transportation and sales Service to Customers who receive service under Rate Schedule 114 in order to compete with alternate fuels. In addition, the Company may negotiate to permit a Customer to recoup the cost of converting equipment from other fuels to natural gas; to induce any Customer or Applicant to attach new gas loads to Company's system which would not be attached to the system absent Company's agreement to use this Rate Schedule; to provide incentives for any Customer to use gas on weekends, holidays, and other off-peak periods so the Company may meet its obligations to firm suppliers or may avoid uneconomic storage injections or imbalance penalties from its interstate pipeline suppliers; and in similar circumstances where gas sales and/or transportation would otherwise be lost to the Company and its other Customers. Unless otherwise agreed to by the Company, Service under this Rate Schedule is interruptible and the Company has the right to discontinue such Service as provided by the Company's Rate Schedules and Service Regulations.

### Rate

The rate to be charged for gas Service pursuant to this Rate Schedule is subject to negotiation between the Customer and the Company.

### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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Effective: 11/01/2008

### RATE SCHEDULE 113 LARGE GENERAL TRANSPORTATION SERVICE

### **Availability**

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 113 and the procedures set forth in the Company's Service Regulations.

### **Character of Service**

The nature of Service provided by Company to Customer under this Rate Schedule is firm redelivery Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 103 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer firm sales Service under Rate Schedule 103, (b) the Company is able to acquire firm gas supplies and capacity necessary to provide Service under Rate Schedule 103 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide Service under Rate Schedule 103 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

### Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

### Standby Sales Service

The Customer may elect by written notice to the Company prior to March 1 of any year to purchase Standby Sales Service from the Company under this Rate Schedule for an annual period Issued by Thomas E. Skains, Chairman, President and CEO

Issued: 10/30/2008

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Issued: 10/30/2008

Effective: 11/01/2008

## RATE SCHEDULE 113 LARGE GENERAL TRANSPORTATION SERVICE

commencing the first June 1 following the notice. Customers that have purchased transportation service under this Rate Schedule without Standby Sales Service may elect such service in future annual periods only with the written consent of the Company received within 30 days of Customer's notice. Having made this election, the Customer may nominate gas supplies from third party providers or nominate gas supplies from the Company for delivery to the Customer at the Company's city gate. The Customer may activate the Standby Sales Service during any month by giving notice to the Company during the normal nomination process described above, or by default, if the Customer (or the Customer's Agent) fails to submit a timely and valid nomination for transportation service. In addition to paying the Standby Sales Service Charge each month and the Monthly Standby Index Price set forth below for quantities actually purchased hereunder, the Customer will utilize the transportation services and incur the charges otherwise applicable under this Rate Schedule to cause such gas supplies to be transported and delivered to the Customer's meter. The gas supply commodity price which the Customer shall pay for the gas supplied under this paragraph will be the Monthly Standby Index Price defined as follows:

The index price each month as first published in that month in <u>Inside FERC's - Gas Market Report</u> in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index". Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price.

If the Customer has made the annual election to receive Standby Sales Service, and the Customer (or Agent) properly submits a timely and valid nomination for transportation service, and, for whatever reason, the Customer (or Agent) fails to deliver to the Company adequate quantities of gas for the Customer's account, then the Company shall have the right, at its sole discretion, to initiate Standby Sales Service to the Customer. The price for such service shall be the same as set forth above except when the Company is required by such imbalance shortfall to purchase incremental volumes of gas supplies. In this case the Customer receiving Standby Sales Service will pay the higher of (on a daily basis) the Monthly Standby Index Price or the Daily Standby Index Price defined as the absolute high index price as published in Gas Daily for the day of consumption as stated in the "Daily Price Survey," "Louisiana - Onshore South," for "Transco, St. 65" in the column titled "Absolute." Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily.

The Customer shall also pay all applicable taxes, fees and assessments levied by governmental authorities having jurisdiction.

Issued by Thomas E. Skains, Chairman, President and CEO Issued to comply with authority granted by the North Carolina Utilities Commission in Docket No. G-9, Sub 550

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## RATE SCHEDULE 113 LARGE GENERAL TRANSPORTATION SERVICE

During the month that the Customer receives Standby Sales Service under this provision, the Company shall perform the necessary balancing activities related to such sales and therefore the monthly imbalance resolution provisions will not be applicable.

Gas cost variances related to the Standby Sales Service will be recorded in compliance with the Company's N.C.U.C. Service Regulations Appendix A (Procedure for Rate Adjustments Under G.S. 62-133.4), except that the "benchmark" cost of gas will be the adjusted Monthly or Daily Standby index price as billed. Increments or decrements which may result from the procedures under G.S. 62-133.4 shall not apply to Standby Sales Service. Any increments or decrements applicable to Rate Schedule 113 shall be applicable to all quantities delivered under Rate Schedule 113, whether purchased from third parties or the Company as Standby Sales Service.

#### **Rates and Charges**

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

#### **Billing Demand**

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company. Changes to the Customer's billing demand determinant will become effective June 1 of each year.

For Customers commencing initial gas Service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during the partial year, but shall be a minimum of 50 dekatherms. If a Customer has received gas Service from the Company prior to receiving Service under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinate.

The calculation of Customer billing determinants hereunder shall not create any right to Service at a specified level. All changes to character or quantity of Service shall be subject to the Company's consent based on the evaluation and analysis described in the Company's Service Regulations.

#### **Volumetric Charges**

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

Issued by Thomas E. Skains, Chairman, President and CEO Issued to comply with authority granted by the North Carolina Utilities Commission in Docket No. G-9, Sub 550

Rate Schedule 113

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# RATE SCHEDULE 113 LARGE GENERAL TRANSPORTATION SERVICE

#### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service" and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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# RATE SCHEDULE 114 INTERRUPTIBLE TRANSPORTATION SERVICE

#### **Availability**

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina on an interruptible basis to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Upon commencement of Service under this Rate Schedule, any reclassification or change in quantity or character of Service to Customer shall be subject to the provisions of this Rate Schedule 114 and the procedures set forth in the Company's Service Regulations.

#### **Character of Service**

The nature of Service provided by Company to Customer under this Rate Schedule is interruptible redelivery Service.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule 104 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer interruptible sales Service under Rate Schedule 104, (b) the Company is able to acquire gas supplies and capacity necessary to provide Service under Rate Schedule 104 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations supports such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule 104 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

#### Standby Alternate Fuel Capability

Customers purchasing gas pursuant to this Rate Schedule shall maintain, in <u>useable</u> condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas Service without

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Rate Schedule 114

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## RATE SCHEDULE 114 INTERRUPTIBLE TRANSPORTATION SERVICE

further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

#### Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

#### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

#### **Volumetric Charges**

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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## RATE SCHEDULE 142 NATURAL GAS VEHICLE FUEL

### **Applicability and Character of Service**

Gas Service under this Rate Schedule is available to any Customer in the area served by the Company in the State of North Carolina for the consumption and/or resale of natural gas as a motor fuel, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations.

Gas Service under this Rate Schedule shall be metered at the Customer's Premises, or at the Company's Premises for purposes of providing public access to compressed natural gas filling stations. All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other Rate Schedules.

#### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

#### **Highway Use Taxes**

The rates to be charged for gas Service pursuant to this Rate Schedule do not include applicable Federal, State and/or local highway motor fuel use taxes and fees. If applicable, bills rendered under this Rate Schedule will include such taxes and fees.

#### Payment of Bills

Bills are net and due upon receipt. Bills rendered for Service provided at the Customer's Premises become past due 15 days after bill date. Bills rendered for Service provided at the Company's Premises shall be paid at the time of Service with a valid credit or debit card accepted by the Company.

#### Late Payment Charge

For Service provided at the Customer's Premises, a late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

# Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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Rate Schedule 142

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Issued: 8/19/2010 Effective: 10/1/2010

## RATE SCHEDULE 142 NATURAL GAS VEHICLE FUEL

#### Rider

Service to Customers under this Rate Schedule using Company owned and maintained compressor facilities shall be billed at a maximum rate of \$0.40 per therm, in addition to the base rate for Service under this Rate Schedule 142 as set forth on the Company's "Rates and Charges" tariff sheet.

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## RATE SCHEDULE 152 MEDIUM GENERAL SERVICE

#### Applicability and Character of Service

Gas Service under this Rate Schedule is available in the area served by the Company in the State of North Carolina to any full requirements non-residential Customer whose average daily usage is equal to or greater than 20 dekatherms per day but less than 50 dekatherms per day, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations. Average daily gas usage will be based on the Customer's usage during the most recent calendar year ended on December 31 and adjusted for cycle length. Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service. Any reclassification or change in quantity or character of Service to Customer will be subject to procedures set forth in the Company's Service Regulations.

At its option, a family care home, as defined in G.S. 168-21, may elect service under Rate Schedule 101.

#### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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### RATE SCHEDULE 12 SERVICE TO MILITARY INSTALLATIONS LOCATED IN ONSLOW COUNTY

#### **Availability**

Gas Service under this Rate Schedule is available for the purchase from Company of natural gas by any military installation (Customer) located in Onslow County adjacent to Company's mains or to whom Company will extend its mains and who enters into a Service Agreement with the Company, pursuant to the Company's Service Regulations and subject to the terms and conditions of this Rate Schedule.

#### Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm sales Service.

The Service Agreement shall stipulate the maximum hourly and daily demand in therms and gas shall not be consumed hereunder in excess of the maximum hourly or daily demand so specified without specific permission of Company's dispatcher. Consumption in violation of this provision shall be subject to the Unauthorized Over Run Penalty provision of Rate Schedule 106.

Once a qualified Customer is approved by the Company for Service under this Rate Schedule, all Services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue Service under this Rate Schedule and receive Service under Rate Schedule T-12 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided (a) the Company continues to offer redelivery Service under Rate Schedule T-12, (b) the Company is able to provide Service under Rate Schedule T-12 under commercially reasonable terms and conditions, and (c) the analyses applicable to reclassifications or changes in Service set forth in the Company's Service Regulations support such consent. If timely notice is received from Customer and consent is provided by Company, the Customer shall discontinue Service under this Rate Schedule and Company shall provide service under Rate Schedule T-12 effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to Customer under any of the Company's other Rate Schedules.

Gas Service hereunder shall be through a single point of delivery or through such number of delivery points as Company and Customer may agree upon.

#### Rates and Charges

The rates to be charged for gas Service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

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### RATE SCHEDULE 12 SERVICE TO MILITARY INSTALLATIONS LOCATED IN ONSLOW COUNTY

#### Minimum Bill

The minimum bill shall be as provided in the Service Agreement.

#### Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

#### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule Limiting and Curtailing Service," and the Company's Service Regulations.

In all cases where continuous operation of Customer's gas-using facilities is necessary, it shall be Customer's responsibility to provide, in <u>useable</u> condition, alternate fuel facilities and the fuel required for their operation to the extent necessary in Customer's opinion to supply 100% of the establishment's gas requirements during periods of gas interruption or curtailment.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

#### Contract Period

The initial Service Agreement contract period for service to the military installations in Onslow County under this Rate Schedule shall be not less than ten years.

### Applicable Documents Defining Obligations of the Company and Its Customer

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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# RATE SCHEDULE T-10 TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS WITH CONTRACT DEMAND IN EXCESS OF 5,000 DT PER DAY

#### **Availability**

Gas Service under this Rate Schedule is available for the delivery from Company of natural gas on a firm basis by any military installation (Customer) having natural gas requirements in excess of 5,000 dekatherms per day located adjacent to Company's mains or to whom Company will extend its mains upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations, and subject to the terms and conditions of this Rate Schedule.

#### Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm redelivery Service.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to or for Customer under any of the Company's other rate schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

#### Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

#### **Rates and Charges**

The rates to be charged for transportation service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

#### Minimum Bill

Customer shall pay the monthly Demand Charge multiplied by the maximum daily demand set forth in the Service Agreement, regardless of the quantity of gas transported under this Rate Schedule during such month.

#### Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by the Company to or for Customer.

#### **Delivery Obligation**

The Service Agreement shall set forth a maximum quantity in dekatherms per hour and per day that Company is required to deliver to Customer, which quantities shall not exceed the maximum delivery obligation per hour and per day specified in Customer's Service Agreement

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# RATE SCHEDULE T-10 TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS WITH CONTRACT DEMAND IN EXCESS OF 5,000 DT PER DAY

with the Company. Consumption in violation of this provision shall be subject to the Unauthorized Over Run Penalty provision of Rate Schedule 106.

#### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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# RATE SCHEDULE T-12 TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS IN ONSLOW COUNTY

#### **Availability**

Gas Service under this Rate Schedule is available for transportation by Company of natural gas for any military installation (Customer) located in Onslow County adjacent to Company's mains or to whom Company will extend its mains and who enters into a Service Agreement with the Company, upon application to and consent by the Company to such Service, as provided in the Company's Service Regulations, and subject to the terms and conditions of this Rate Schedule.

#### Character of Service

The nature of Service provided by Company to Customer under this Rate Schedule is firm redelivery Service.

All gas delivered pursuant to this Rate Schedule shall be metered by the Company separately from any gas delivered to or for Customer under any of the Company's other Rate Schedules.

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's Operating Conditions.

#### Balancing, Cash-Out, and Agency Authorization

Service under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 107, "Balancing, Cash-Out, and Agency Authorization."

#### Standby Sales Service

The Customer may elect by written notice to the Company prior to March 1 of any year to purchase Standby Sales Service from the Company under this Rate Schedule for an annual period commencing the first June 1 following the notice. Customers that have purchased transportation service under this Rate Schedule without Standby Sales Service may elect such service in future annual periods only with the written consent of the Company received within 30 days of Customer's notice. Having made this election, the Customer may nominate gas supplies from third party providers or nominate gas supplies from the Company for delivery to the Customer at the Company's city gate. The Customer may activate the Standby Sales Service during any month by giving notice to the Company during the normal nomination process described above, or by default, if the Customer (or the Customer's Agent) fails to submit a timely and valid nomination for transportation service. In addition to paying the Standby Sales Service Charge each month and the Monthly Standby Index Price set forth below for quantities actually purchased hereunder, the Customer will utilize the transportation services and incur the charges otherwise applicable under this Rate Schedule to cause such gas supplies to be transported and delivered to the Customer's meter. The gas supply commodity price which the Customer shall pay for the gas supplied under this paragraph will be the Monthly Standby Index Price defined as follows:

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# RATE SCHEDULE T-12 TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS IN ONSLOW COUNTY

The index price each month as first published in that month in <u>Inside FERC's - Gas Market Report</u> in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index". Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price.

If the Customer has made the annual election to receive Standby Sales Service, and the Customer (or Agent) properly submits a timely and valid nomination for transportation service, and, for whatever reason, the Customer (or Agent) fails to deliver to the Company adequate quantities of gas for the Customer's account, then the Company shall have the right, at its sole discretion, to initiate Standby Sales Service to the Customer. The price for such service shall be the same as set forth above except when the Company is required by such imbalance shortfall to purchase incremental volumes of gas supplies. In this case the Customer receiving Standby Sales Service will pay the higher of (on a daily basis) the Monthly Standby Index Price or the Daily Standby Index Price defined as the absolute high index price as published in Gas Daily for the day of consumption as stated in the "Daily Price Survey," "Louisiana - Onshore South," for "Transco, St. 65" in the column titled "Absolute." Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's zone 3 to zone 5 will be added to the above index price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily.

The Customer shall also pay all applicable taxes, fees and assessments levied by governmental authorities having jurisdiction.

During the month that the Customer receives Standby Sales Service under this provision, the Company shall perform the necessary balancing activities related to such sales and therefore the monthly imbalance resolution provisions will not be applicable.

Gas cost variances related to the Standby Sales Service will be recorded in compliance with the Company's Service Regulations Appendix A (Procedure for Rate Adjustments Under G.S. 62-133.4), except that the "benchmark" cost of gas will be the adjusted Monthly or Daily Standby index price as billed. Increments or decrements which may result from the procedures under G.S. 62-133.4 shall not apply to Standby Sales Service. Any increments or decrements applicable to this Rate Schedule shall be applicable to all quantities delivered under this Rate Schedule, whether purchased from third parties or the Company as Standby Sales Service.

#### Rates and Charges

The rates to be charged for transportation service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the

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# RATE SCHEDULE T-12 TRANSPORTATION SERVICE TO MILITARY INSTALLATIONS IN ONSLOW COUNTY

North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

#### Minimum Bill

The minimum bill for service under this rate schedule shall be satisfied by the minimum bill payable under Customer's Service Agreement with Company.

#### **Volumetric Charges**

The rate per therm shall be billed on the quantity of gas delivered by the Company to or for Customer.

#### **Delivery Obligation**

The Service Agreement shall set forth a maximum quantity in dekatherms per hour and per day that Company is required to deliver to Customer, which quantities shall not exceed the maximum delivery obligation per hour and per day specified in Customer's Service Agreement with the Company. Consumption in violation of this provision shall be subject to the Unauthorized Over Run Penalty provision of Rate Schedule 106.

#### Service Interruption and Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

### Applicable Documents Defining Obligations of the Company and Its Customers

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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#### RATE SCHEDULE ST-1 STANDBY ON-PEAK SUPPLY SERVICE

#### **Availability**

Gas Service under this Rate Schedule is available at Company's sole discretion, and upon application to and consent by the Company to this Service, as provided in the Company's Service Regulations, to any existing Customer who has entered into a Service Agreement for this Rate Schedule prior to November 1, 2003. This Service will only be available in the months from November through March and must be contracted for the full period.

#### **Character of Service**

The nature of Service provided by Company to Customer under this Rate Schedule is standby on-peak supply Service.

Customer may request deliveries under this Rate Schedule whenever Company has issued a Curtailment Order to Customer under one or more of Company's other Rate Schedules or special contracts or under its Service Regulations. Customer may not request more than the maximum daily quantity or, cumulatively, more than the maximum seasonal quantity set forth in Customer's Service Agreement for Service hereunder. If Company issues a restoration of service order terminating Company's Curtailment Order, Customer's service shall revert to the Rate Schedule(s) affected by such restoration of service order, as of the effective time of such order, and Customer's request for deliveries under this Rate Schedule shall be deemed to have been reduced to the quantity of gas actually delivered to Customer hereunder prior to the effective time of such restoration of service order.

#### Rate

The applicable monthly per dekatherm Daily Demand Charge and Seasonal Demand Charge and the per therm Commodity Charge are set forth on the Company's "Rate and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the North Carolina Utilities Commission and available from the Company. Rates are subject to adjustment from time to time with the approval of the North Carolina Utilities Commission.

The Daily Demand Charge and Seasonal Reservation Charge shall be payable for each month of the service period of November through March based on the maximum daily and seasonal quantities set forth in Customer's Service Agreement for Service hereunder.

#### Minimum Bill

Customer shall pay the monthly Daily Demand Charge and monthly Seasonal Reservation Charge multiplied by the maximum daily and seasonal quantities set forth in Customer's Service Agreement for Service hereunder for each month of the service period of November through March regardless of the quantity of gas purchased under this Rate Schedule during each such month.

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#### RATE SCHEDULE ST-1 STANDBY ON-PEAK SUPPLY SERVICE

#### **Volumetric Charges**

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer.

#### **Delivery Obligation**

The maximum daily and seasonal quantities of natural gas which the Company is obligated to deliver to Customer under this Rate Schedule shall be set forth in Customer's Service Agreement.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### **Late Payment Charge**

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption And Curtailment

Gas Service under this Rate Schedule is subject to the provisions contained within Rate Schedule 106, "Schedule for Limiting and Curtailing Service," and the Company's Service Regulations.

#### Applicable Documents Defining Obligations of the Company and Its Customer

The applicable documents defining the obligations of the Company and its Customers are those described in Section 3 of the Company's Service Regulations.

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- 1. <u>Foreword</u>. Piedmont Natural Gas Company, Inc. is a natural gas distribution company and is engaged in the business of selling and transporting natural gas for various Customers. The purpose of these Service Regulations is to set forth the respective obligations of the Company and its North Carolina Customers. These Service Regulations, as well as the Company's approved Tariffs and Rate Schedules, apply to all Service rendered by the Company.
- 2. <u>Definitions</u>. As used in these Service Regulations, the following terms shall have the meanings assigned below:
  - (a) "Applicant" shall mean any person, firm, association, partnership, joint venture, limited liability company, or corporation, or any agency of the Federal, State or local government applying for gas service from the Company.
  - (b) "Bill Cycle Month" shall mean the period from a Customer's current meter read date to their previous meter read date.
  - (c) "British Thermal Unit" (Btu) shall mean the quantity of heat necessary to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from 58.5 to 59.5 degrees Fahrenheit under standard pressure of 30 inches of mercury at or near its point of maximum density.
  - (d) "City Gate" shall mean the outlet side of the interstate pipeline meter that connects to the Company's system.
  - (e) "Commission" shall mean the North Carolina Utilities Commission or any subsequent state administrative agency, which regulates gas utilities operating within the State of North Carolina.
  - (f) "Commission Rules" shall mean the Rules and Regulations of the Commission.
  - (g) "Company" shall mean Piedmont Natural Gas Company, Inc.
  - (h) "Cubic Foot of Gas" is the volume of gas which occupies one (1) cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (psia), except that when gas is delivered at a pressure normally used for residential appliances, a cubic foot of gas shall be deemed to be that quantity of gas which, at the temperature and pressure existing in the meter, occupies one (1) cubic foot. The Cubic Foot of Gas is the basic measurement unit used by the Company.

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- (i) "Curtailment" is the interruption of gas service as permitted by the Commission rules and the terms of the Company's Rate Schedules, Special Contracts, or Service Regulations.
- (j) "Customer" shall mean any person, firm, association, partnership, joint venture, limited liability company, or corporation, or any agency of the Federal, State or local government receiving Service at a Premises and through a single Gas Service Line from the Company.
- (k) "Customer's Agent" shall mean a person or other entity authorized to act for or on behalf of a Customer.
- (l) "Cycle Month" is a period beginning on a gas Day, at the point of delivery on the first Day of the calendar month and ending at the aforesaid time on the first Day of the succeeding calendar month.
- (m) "Day" is a period of 24 consecutive hours as defined in the FERC Gas Tariff of Transcontinental Gas Pipe Line Corporation, or its successor.
- (n) "Dekatherm" is the basic energy unit purchased by the Company and shall mean the unit of energy equivalent to 1,000,000 Btus.
- "Force Majeure" shall mean acts of God, extreme weather conditions, (o) strikes, lockouts, or other industrial disturbances, acts of the public enemy or terrorists, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, arrests and restraints of governments and people, the order of any court or government authority having jurisdiction while the same is in force and effect, civil disturbances, explosions, act of sabotage or terrorism, breakages or freezing of or accidents or damage to wells, machinery, lines of pipe or the Company's other facilities (including, without limitation, Mains, Gas Service Lines, Service Facilities, Meter Assemblies, LNG facilities, and compression equipment), Weather Service warnings or advisories, whether official or unofficial, that result in the evacuation of facilities, partial or complete curtailment of deliveries to the Company by its suppliers, reduction in gas pressure by its suppliers, inability to obtain or unavoidable delay in obtaining rights-ofway or permits or materials, equipment or supplies for use in the Company's facilities, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Company and which by the exercise of due diligence the Company is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Company, and that the Company shall not be required to settle strikes or lockouts when such course is inadvisable in the discretion of the Company.

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- (p) "Gas" or "Natural Gas" shall mean processed or unprocessed natural gas, vaporized liquid natural gas, synthetic gas, gas from coal seams or any mixture of these gases.
- (q) "Gas Service Line(s)" shall mean the pipe or pipes that run between a Main or a pipe and a Customer's Meter. As determined by and in the Company's discretion, more than one Gas Service Line may be connected in order to deliver service to multiple Customer Meters from a single Main connection.
- (r) "Main" shall mean a gas pipe, owned, operated or maintained by the Company, which is used for the purpose of transmission or distribution of gas, but does not include Gas Service Line.
- (s) "Margin", for curtailment purposes, shall mean the filed tariff rate per unit of gas or negotiated rate per unit of gas for a Customer, less the per unit cost of gas, where applicable, as determined in the Company's last general rate case or Purchased Gas Adjustment proceeding, adjusted for any Commission approved temporary decrements or increments in the filed tariff rate.
- "Meter", without other qualification, shall mean any device, or instrument which is used by the Company in measuring a quantity of gas.
- (u) "Meter Assembly" shall mean Company's meters, regulator, piping, valves, vents, relief valves, gauges and/or other apparatus required to meter and control the flow and/or pressure of gas.
- (v) "Operating Conditions" shall mean the prevailing conditions on the Company's system as they relate to conditions under which Piedmont is providing or attempting to provide service, including the impact of any modifications, tests or scheduled or unscheduled repairs to the Company's distribution system, which in the Company's discretion are necessary or appropriate to maintain the integrity of the Company's distribution system or to provide for the safety of the Company or the public.
- (w) "Operational Order" shall mean an order by Company's dispatcher, or other Company representative acting on behalf of Company's dispatcher, to limit, modify, curtail or interrupt the use of Natural Gas as required or permitted by the Commission Rules and the Company's Service Regulations, Special Contracts, and Rate Schedules.
- (x) "Premises" shall mean a single contiguous piece of land or real estate, including buildings and other appurtenances thereon.

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- (y) "Rate Schedules" shall mean the Company's various rate schedules approved by and on file with the Commission, as the same may be changed or amended from time to time.
- (z) "Service(s)" shall mean any sales, transportation, redelivery or other service provided by the Company to a Customer pursuant to the provisions of the Company's filed and approved Rate Schedules, Special Contracts, or Service Regulations.
- (aa) "Service Facilities" are all Natural Gas delivery equipment and gas service piping to a Customer's Meter that the Company considers necessary to safely serve the Customer's connected gas equipment.
- (bb) "Service Regulations" shall mean the Company's Service Regulations approved by and on file with the Commission as the same may be changed or amended from time to time.
- (cc) "Special Contract" shall mean any contract for Services entered into between the Company and a Customer that provides for rates, terms or conditions of service that vary from those set forth in the Company's tariffs, Rate Schedules or Service Regulations.
- (dd) "Transportation" shall mean the receipt of Natural Gas supplies that have been delivered by or on behalf of the Customer to the Company's City Gate and the redelivery of such Natural Gas supplies to the Customer's Premises.
- 3. Applicable Documents Defining Obligations of the Company and its Customers. The obligations of the Company to provide Service and the obligations of the Customer upon receipt of Service are governed by and set forth in (a) applicable statutes, including those set forth in Chapter 62 of the North Carolina General Statutes, (b) applicable Commission Rules, (c) applicable tariffs or Rate Schedule(s), (d) these Service Regulations, (e) any application, agreement, Special Contract, or similar document executed by Customer and approved, as necessary, by the Commission pertaining to such service, and (f) any standard operating procedures of the Company reasonably necessary for the provision of such Service and administered on a nondiscriminatory basis. Copies of Chapter 62 of the General Statutes, applicable Commission Rules, Rate Schedules, and these Service Regulations are available from the Company for public inspection, as are copies of forms of applications, agreements, and other documents approved by the Commission. A copy of the Commission's Rules may also be obtained from the Chief Clerk of the North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina, 27699-4325, upon payment of the applicable fee or at the Commission's Web Site at www.ncuc.net. Unofficial copies of the Company's Rate Schedules and Service Regulations are also available at the Company's Web Site at www.piedmontng.com.The Company shall provide all new non-residential Customers

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with a copy of the applicable Rate Schedule(s) and written application for Service and/or other documents executed by the Company and the Customer pertaining to such Service. After a Customer has executed a written application and/or contract, no promise, statement or representation by an employee or agent of the Company or by any other person inconsistent with the written application and/or contract shall bind the Company to provide Service or to change the terms and conditions upon which Service will be rendered unless the same is in writing and is executed by an authorized representative of the Company. In the event there is a conflict between these Service Regulations and the provisions of the applicable currently effective Rate Schedule, the provisions of the Rate Schedule shall govern. The Commission Rules shall govern in the event of a conflict with these Service Regulations. The Company may not make any representation that conflicts with Commission Rules, its Rate Schedules or these Service Regulations.

- 4. Applicable Documents Subject to Change. All of the documents defining the obligations of the Company to provide Service and the obligations of the Customer upon the receipt of Service are subject to change from time to time upon order of or approval by the Commission and by other duly constituted governmental authorities. The Company does not undertake to advise any Customer of any such change except as may be required by the Commission or other duly constituted governmental authority.
- 5. <u>Delivery Pressure</u>. The Company will provide to Residential Customers a delivery pressure of either 7 inches water column (approximately ½ pounds per square inch, gauge (psig)) or 2 psig. Commercial and Large General Customers can be provided a delivery pressure of up to 5 psig. The Company will consider providing delivery pressures greater than 5 psig on a case-by-case basis provided (l) it receives a request in writing, and (2) greater pressures are justified by requirements of Customer's Gas burning equipment. Approval will be conditioned on the Company's distribution system pressure availability and documentation supporting the need for a delivery pressure greater than 5 psig. Exceptions are subject to the approval of the Company.
- 6. <u>Non-Waiver</u>. The failure of the Company to enforce any provision of any applicable documents defining the obligations of the Company and its Customers shall not be deemed to be a continuing waiver of such provisions for any Customer or a waiver of any other provision of any of the applicable documents.
- 7. Process for Obtaining Consent to New or Changed Service. All Customers shall be required to make application to the Company for new or changed Service under any of the Company's Rate Schedules in such form and manner as may reasonably be required by the Company. Such applications shall be required in order to initiate Service under any Rate Schedule irrespective of whether Customer is then receiving service under any other Company Rate Schedule and for changes in the quantity of Service to be provided under an existing Rate Schedule. At a minimum, such application shall set forth the date of the application, the name of the Applicant, the location of the Premises for which Service is requested, the type of Service applied for and estimated gas consumption. Prior to being obligated to provide Service to Customer pursuant to such application, Issued by Thomas E. Skains, Chairman, President and CEO

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Company shall conduct an examination and review of Customer's application for Service to determine: (1) that the Company has the operational ability to provide the Service requested, including the requisite upstream supply and/or capacity assets; (2) that the requested Service will not impede or interfere with the Company's ability to maintain Service to existing Customers with the same or a higher priority of service; (3) that provision of the requested Service will not have a materially adverse impact on the Company's ability to recover its approved margin; (4) that provision of the requested Service is economically feasible; and (5) that Customer is creditworthy as determined in accordance with the Commission's Rules and the Company's procedures. Provided that the Company review and analysis indicates that Service can be provided as requested, the Company will then approve the requested Service. Company shall have no obligation to provide the requested Service absent such approval.

When the requested Service is to be provided to a Residential, Small or Medium General Service Customer, and the provision of such Service is economically feasible, the application and the Company's acceptance thereof may be oral at the Company's option. In such event, the Company's applicable Rate Schedules and these Service Regulations shall become effective and applicable to any Service rendered to such Applicant in the same manner as if the Company's standard written form of application for Service had been signed by the Applicant and accepted by the Company. Upon the provision of Service by the Company to such Customer, such oral service agreement shall be presumed to exist in any case where there is no written application accepted in writing by the Company.

In the event a Customer receiving Service under the Company's commercial or industrial (large general) sales Rate Schedules anticipates a reduction in its gas consumption, it shall provide prompt notice thereof to Company.

- 8. Gas Quality. All Gas delivered by the Company originates from upstream sources of supply over which the Company has no control. The quality requirements associated with such Gas are matters under the exclusive jurisdiction of the Federal Energy Regulatory Commission. As such, the Company shall have no liability for damages of any kind related to or arising from the quality or constituent characteristics of Gas delivered or sold to Customer. Company shall further have no responsibility to process, condition or otherwise modify Gas delivered to its system for redelivery or sale to Customers. It is Customer's sole responsibility to install, adjust, maintain, and operate their Gas burning equipment in a manner consistent with the prevailing quality of Gas delivered to the Company.
- 9. <u>Non-Assignability of Right to Service</u>. Any rights which accrue to the Customer under any of the applicable documents defining the obligations of the Company and its Customers are personal to Customer and may not be transferred or assigned without the written consent of the Company.

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- 10. <u>Vacated Premises</u>. The Customer will notify the Company before quitting or vacating the Premises served and will pay, upon presentation, all bills due the Company for Service at the Premises. In the absence of the notice required by this paragraph, Customer shall remain fully liable for all Gas usage at the Premises on a continuing basis.
- 11. Right-of-Way. The Customer shall at all times furnish the Company a satisfactory and lawful right-of-way, at no cost to the Company, onto the Customer's Premises for the installation or servicing of Mains, Gas Service Lines, Meter Assemblies and other apparatus or Service Facilities necessary or incidental to the furnishing of Service to the Customer. The obligation of the Company to supply Service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such Service, and the Company shall not be liable to the Customer for any failure to deliver Service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises or permits.
- 12. Access to Customer's Premises. The Company shall at all reasonable times have the right of ingress to and egress from the Premises of the Customer for any and all purposes connected with the delivery or termination of Service. The Company shall have the right, at its option and at its own expense, to place demand meters, pressure gauges, or other instruments on the Premises of the Customer for billing, testing, or other purposes with respect to the Customer's Service.

If a condition exists on a Premises, which in the Company's opinion is dangerous to Company employees or facilities and/or prevents normal access to the Company's facilities, including Meters, the Company may at its sole option and at the sole expense of the Customer remove or relocate its Service Facilities, Meter Assemblies and accessory equipment.

13. <u>Installation and Maintenance of Facilities</u>. The Company will install and maintain the necessary Mains, Gas Service Lines, Service Facilities, valves, regulators, Meter Assemblies, over-pressure devices, indexes, gauges, and/or other equipment or facilities required to provide Service. All facilities from the point of connection at the outlet of the Meter Assembly shall be owned, installed and maintained by and at the expense of the Customer. The Company may specify the content and pressure of the Gas to be furnished, the location of the Meter and the point where the service connection shall be made. The Company's obligation to install all such equipment and facilities, and to otherwise provide Service to Customer, shall be subject to Company's prior consent obtained through the processes set forth in paragraph 7 of these Service Regulations.

For residential customers, a presumption of the feasibility of providing new Service shall exist, and the connection of facilities needed to provide Service will be at no cost to the residential Customer, if (1) at a minimum, the Customer will be installing central gas primary heating, (2) the Gas Service Line extends along the route selected by the Company, (3) the Main borders the Customer's Premises and (4) the Gas Service Line is no more than 100 feet in length. In the event that the above conditions are not met for

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new residential Customers, and in all cases of applications for changed residential Service or new or changed Service under non-residential Rate Schedules, the Service to be rendered to the Customer must provide a reasonable return to the Company. If the Customer wishes the facilities to be constructed along a route other than the route selected by the Company and/or if the Gas Service Line is more than 100 feet (for residential Customers) and/or the Service to be rendered to the Customer will not produce a reasonable return to the Company, the Company may require the Customer to pay the excess cost of constructing the facilities along the alternate route or in excess of 100 feet, provide a minimum margin commitment for Service to be rendered through the facilities, and/or to make a contribution which will permit the Company to earn a reasonable return on the facilities needed to provide Service.

- 14. Relocation of Facilities. After a Service connection has been made, it may be relocated on the Customer's Premises by the Company upon request of the Customer. The Customer must agree to change the location of the right-of-way and to bear the expense of the relocation, except to the extent such expense is offset by any additional load gained in connection with such relocation, as reasonably determined by Company. The relocation will not be made where it will interfere with or jeopardize the Company's Service either to the Customer desiring the change or to any other Customer(s). All rights of the Company incidental to the original location shall apply to the new location.
- 15. <u>Title to the Facilities</u>. The title to all facilities including Mains, Service Facilities, Gas Service Lines, Meters and accessory equipment up to and including the outlet of the Meter Assembly shall be vested in the Company, notwithstanding any charge which may be made to the Customer or payment made by the Customer for placement or relocation thereof.

#### 16. Responsibility Beyond Delivery Point.

- (a) All piping and equipment installed by or on behalf of the Customer must be installed and maintained in accordance with the requirements of the local, county, state, and federal authorities, and the Customer shall keep in good and safe repair and condition all such piping and equipment from the outlet side of the Meter.
- (b) If the Customer's equipment might create either a vacuum or a backpressure, a device must be installed and maintained by the Customer to protect the Company's facilities.
- (c) Company shall not be responsible for equipment failures or malfunctions attributable to the Customer's failure to install or operate equipment appropriate for the Service provided by the Company including but not limited to the pressure and chemical composition of Gas delivered to Customer.

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- (d) The Company's responsibility is to deliver Gas to the Customer at the outlet side of the Meter Assembly serving Customer in accordance with the applicable documents defining the obligations of the Company and its Customers. The Company is not responsible for the installation or maintenance of any pipes, facilities, gas using equipment or any other property beyond the point of delivery to the Customer. As between the Company and the Customer, the installation, maintenance and use of any pipes, facilities, gas using equipment or any other property beyond the outlet side of the Meter Assembly is the sole responsibility of the Customer.
- 17. Interference with Company Property. The Customer shall not tamper, interfere with or alter the Company's Meters or other property or permit the same to be done by any person other than the Company's authorized agents or employees. Damages caused or permitted by the Customer to said property shall be paid for by the Customer. North Carolina law makes it unlawful to alter, tamper with or by-pass a Gas Meter. This law provides for fines and/or imprisonment at the discretion of the court for this offense. In addition, this statute provides for recovery in a civil action by the Company for losses and damages sustained.
- 18. Excavation in Proximity of Company's Facilities. The Customer shall inform the Company of planned excavation activities in the proximity of the Company's facilities by calling 811 at least 48 business hours in advance of the planned excavation activities. The Customer will notify the Company prior to any additions or changes at the Customer's Premises which will extend over, under, or in close proximity to the Company's facilities, Mains, Meters, Gas Service Lines or Service Facilities.
- 19. <u>Prohibition Against Resale of Gas</u>. Gas is sold and/or delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, deliver, or otherwise dispose of Gas, or any part thereof, to any person, firm, or corporation, except where Service is provided under a Rate Schedule specifically providing for resale.
- 20. No Liability for Curtailment or Interruption of Service. In the event of a Curtailment or interruption of Service, regardless of cause, the Company shall use all reasonable diligence to remove the cause or causes thereof, but the Company shall not be liable for any loss or damage resulting directly or indirectly from such Curtailment or interruption.
- 21. Action to Maintain System Integrity. When the Company, in its sole discretion, determines that it is necessary to modify, curtail or interrupt service to maintain the integrity of its distribution or transmission system, to provide for its or the public's safety, or otherwise when Operating Conditions are such that the Company deems such action to be necessary, the Company shall have the right to modify, curtail or interrupt Service to any Customer through the issuance of an Operational Order. The Company shall not be liable for any loss or damage resulting from such Curtailment or interruption

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of Service. Violation of such Operational Orders by any Customer shall subject such Customer to disconnection and/or financial penalties as provided in Rate Schedule 106. All Gas consumed by Customer after receiving an Operational Order directing such Customer to cease consuming Gas, shall constitute an unauthorized overrun volume within the meaning of Rate Schedule 106.

- 22. <u>Discontinuance of Service</u>. The Company, subject to the Commission Rules, shall have the right to modify, suspend or discontinue its Service for (a) repairs or other necessary work on its Mains or systems, (b) nonpayment of bills in accordance with Rules 6-16, 12-8 and 12-10 of the Commission's Rules, as the same may be amended from time to time, and (c) for any of the following reasons:
  - (a) For any material misrepresentation as to the identity of the Customer making the application for Service.
  - (b) For a material violation by the Customer of any terms or conditions of the documents that are approved by the Commission defining the obligations of the Company to provide Service and the obligations of the Customer upon the receipt of Service.
  - (c) For the reason that the Customer's use of the Company's Service is detrimental to the service of other Customers. This may cover a Customer's failure, directly or indirectly, to deliver Gas to the Company.
  - (d) For the reason that the Customer's use of the Company's Service conflicts with or violates orders, ordinances or laws of the State of North Carolina, or any subdivision thereof, or of the Commission or of any other governmental agency having jurisdiction over the Company or the Customer.
  - (e) For the reason that piping, equipment, appliances or devices are installed or in use on the Customer's Premises, which permit the Gas to be used without passing through the Company's Meter, or which prevent, or interfere with the accurate measuring of the Gas by the Company's Meter.
  - (f) For failure of the Customer to make, restore, or increase his deposit as required.
  - (g) In the event of any condition determined by the Company to be hazardous.
  - (h) In the event of tampering with the facilities and/or equipment installed and owned by the Company.

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(i) In the event of Operating Conditions or events of Force Majeure.

Where the Service has been discontinued for any reason except for the failure to pay for repairs or other necessary work by the Company, the Company shall have the right to refuse Service at the same Premises where there is clear, documented evidence of action taken by the Applicant with the intent to evade payment for utility Services. The Company may require reasonable proof of identity of the Applicant as a condition to providing Service.

- 23. <u>Removal of Equipment</u>. In the event of discontinuation of Service, the Company may enter the Premises of the Customer at any reasonable time and remove the Company's Meters, apparatus, appliances, fixtures or other property.
- 24. Non-Waiver of Default. Any delay or omission on the part of the Company in exercising its right to discontinue or suspend Service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.
- 25. <u>Establishment of Credit by Customer</u>. The Company may require an Applicant for Service, or any existing Customer, to satisfactorily establish credit in accordance with the provisions of Rule R12-2 of the Commission Rules or to reestablish credit in accordance with the provisions of Rule R12-3 of the Commission Rules as the same may be amended from time to time. Applicants for new or changed service may be required to provide standard credit information at the request of Company in connection with the establishment or continuation of Service and to evidence continued creditworthiness for continuation of service in accordance with the Company's procedures.
- 26. <u>Deposits</u>. The Company may require a cash deposit prior to establishing, reestablishing, or continuing existing Service as one way for the Customer to establish credit in accordance with the provisions of Chapter 12 of the Commission Rules as the same may be amended from time to time.

#### 27. Billing Procedure.

- (a) Meters will be read and bills rendered monthly for each Customer account on a cycle basis of approximately thirty (30) days. All bills are due and payable when rendered and become past due after twenty-five (25) days in the case of residential Customers and fifteen (15) days in the case of Customers other than residential, from the date the bill is rendered.
- (b) A late payment charge of one percent (1%) per month will be applied to all Customer's balances not paid prior to the next month's billing date.

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- (c) The Company will deliver to the Customer a monthly bill of the amount due to the Company by mailing said bill by first-class mail to the mailing address furnished by the Customer or, at the Customer's election with Company agreement, by sending the bill electronically by way of computer internet connection. As long as the Company has placed the bill in the mail or sent the bill electronically on or before the billing date, a Customer's failure to receive a bill will not entitle the Customer to any extension of time for payment beyond the past due date. For Customers that elect, with the consent of the Company, to receive their bills electronically, notices regarding rate or Service changes, account status, or other notices typically provided with written bills, shall also be provided electronically.
- (d) The Company may, in its discretion and upon reasonable terms, accept major credit cards as payment of the monthly bill.
- (e) Where a Meter for any reason is not read at the regular reading date, the Company may estimate the amount of Service used by referring to the Customer's history of consumption for a similar prior period. To the extent practicable, the Company will avoid sending a Customer two successive estimated bills; however, in cases of Force Majeure, including actions or inaction rendering the Meter unreadable, bill estimates may be permitted for two successive billing periods, or greater. The Company will bill the Customer on the basis of the estimated use and will make any necessary adjustments when the Meter is next read.
- (f) No claim or demand which the Customer may have against the Company shall be offset or counter-claimed against the payment of any sum of money due the Company by the Customer for Services rendered, and all such sums shall be paid in accordance with the applicable documents defining the obligations of the Company and the Customer regardless of such claim or demand.
- (g) Monthly charges will not be prorated and will be assessed in full for provision of Gas Service during a partial billing period, except that if an initial bill covers 5 or fewer days of a billing period, no monthly charge will be assessed.
- (h) Customers shall not be entitled to aggregate usage from different Premises or Customer accounts for billing or any other purposes.
- (i) Customers who elect, with the consent of Company, to receive their bills electronically, shall also receive initial notices of disconnection of Service for nonpayment through electronic means as part of their regular bill, as anticipated by Commission Rule R12-10.

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28. <u>Adjustment of Bills Due to Failure or Inaccuracy of Meter</u>. Bills which are incorrect due to meter or billing errors will be adjusted as provided in Rule R6-15 of the Commission Rules as the same may be amended from time to time.

Transportation Customers requiring adjustment to their bills for Meter failure or inaccuracy shall be adjusted in accordance with Rule R6-15 except for the commodity portion which will be cashed out in accordance with Rate Schedule 107.

- 29. <u>Returned Check Charge</u>. Where the Customer makes payment for Service by check which is not honored or paid by the bank, full payment will immediately be due and payable, and a Commission-approved handling charge will be added.
- 30. <u>Curtailment Priority</u>. It is contemplated that the Company will from time to time find it necessary to curtail or interrupt Gas Service to those Customers who purchase Gas from the Company under interruptible Rate Schedules. In addition, other factors beyond the control of the Company may make Curtailment or interruption of any Customer necessary. In all such events, to the extent practicable, and in the absence of a Commission directive requiring a different curtailment priority, the Company will curtail Customers based on the priorities established in Commission Rule R6-19.2.
- 31. Reconnection Fees. When Service has been discontinued at the request of the Customer or the Customer's Agent or for nonpayment of bills or pursuant to Section 22, and if reconnection is requested by the same Customer or the Customer's Agent at the same Premises, the Commission-approved Reconnection Fees will be charged.
- 32. Applicable Rate Schedules. The Company will at all times have current Rate Schedules on file with the Commission. The rates contained in these Rate Schedules are subject to change from time to time as permitted by the North Carolina Purchased Gas Adjustment Clause attached hereto as Appendix A, the Margin Decoupling Mechanism attached hereto as Appendix C and/or any lawful order of the Commission. The rates approved by and on file with the Commission shall prevail in the event of conflict with rates posted on the Company's Web Site.
- 33. <u>Equal Payment Plan</u>. The Equal Payment Plan ("EPP" or "Plan") is available to customers receiving service under Rate Schedules 101, 102 and 152. The availability and conditions of the Plan are attached hereto as Appendix D.
- 34. Small and Medium General Rate Service Classification. Small and Medium General Rate Service Classification under the Company's Rate Schedules 102 and 152 shall be based on the following criteria:
- A. Definitions: As used in Small and Medium General Rate Service Classification, the following terms shall have the meanings assigned below:
  - (1) "Annual Review Period" shall mean the twelve (12) months ended

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on December 31 of each year.

- (2) "Actual Annual Usage" shall mean the actual Natural Gas volumes consumed by the Customer during the Annual Review Period as reflected on the Company's invoices for the Customer.
- (3) "Average Dekatherm per Day" shall be the Customer's Actual Annual Usage divided by the number of Service Days within the Annual Review Period.
- (4) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average daily usage that must be maintained in order to receive Service under a Rate Schedule. The classification usage for Rate Schedule 102 shall be less than an average of 20 Dekatherms per day. The classification usage for Rate Schedule 152 shall equal or exceed an average of 20 Dekatherms per day but be less than an average of 50 Dekatherms per day.
- (5) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Annual Review Period where Curtailment of the Customer's Natural Gas Service was imposed by the Company's decision to curtail.
- (6) "Service Days" shall mean 365 days less the number of Involuntary Curtailment Days.

#### B. Procedures:

- (1) During January and February of each year, the Company will determine for each Customer served under Rate Schedule 102 and Rate Schedule 152 that Customer's Average Dekatherm per Day usage for each of the two most recent Annual Review Periods.
- (2) Those Customers currently receiving Service under Rate Schedule 102 whose usage in each of the most recent two (2) Annual Review Periods is equal to or exceeds 20 Dekatherms a day, will be eligible for transfer to Rate Schedule 152.
- (3) Those Customers currently receiving Service under Rate Schedule 152 whose usagein each of the most recent two (2) Annual Review Periods is less than 20 Dekatherms a day, will be eligible for transfer to Rate Schedule 102.
  - (4) Those Customers currently receiving Service under Rate Schedule

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102 or 152 whose usage in each of the most recent two (2) Annual Review Periods is equal to or greater than 50 Dekatherms per day will be eligible for transfer to Rate Schedule 103, 104, 113, or 114 as applicable.

- (5) All changes in rate classification under this section shall be effective on the first day of June following the review. The Company shall not be liable for any loss or damage resulting from a change in rate classification.
- C. Exceptions: If a Customer currently being billed under Rate Schedule 102 adds Natural Gas equipment that increases the Customer's Average Dekatherms per Day to the point where the customer will qualify for Rate Schedules 152 103 or 104, the Company may, upon notification from the Customer and subject to installation verification by the Company, transfer the Customer to the new Rate Schedule prior to June 1 of that year.
- 35. <u>Large General Rate Service Classification</u>. Large General Rate Service classification under the Company's Rate Schedules, 103, 104, 113 and 114 shall be based on the following criteria:
- A. Definitions: As used in Large General Rate Service Classification, the following terms shall have the meanings assigned below:
  - (1) "Actual Annual Usage" shall mean the actual Natural Gas volumes sold or transported for the Customer by the Company as reflected on the Company's bills for that Customer.
  - (2) "Annual Review Period" shall mean the twelve (12) months ended on December 31 of each year.
  - (3) "Average Dekatherm per Day" shall mean the Actual Annual Usage of a Customer divided by the number of Service Days within the Review Period.
  - (4) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average usage that must be maintained in order to receive service under any rate schedule. For existing Customers, the classification usage for Rate Schedule 102 and 152 shall not exceed an average usage of 50 Dekatherms per day. For existing Customers, the classification usage for Rate Schedules 103, 104, 113 and 114 shall exceed an average usage of 50 Dekatherms per day.
  - (5) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Review Period where curtailment of the

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Customer's Natural Gas Service was imposed by the Company's decision to curtail.

(6) "Service Days" shall mean 365 days less the sum of the number of Involuntary Curtailment Days and the number of days that Customer consumed an alternative fuel to Natural Gas.

#### B. Procedures:

- (1) During January and February of each year, the Company will determine for each Customer served under Rate Schedules, 103, 104, 113 and 114 the Customer's Average Dekatherm per Day usage for each of the two most recent Annual Review Periods.
- (2) A Rate Schedule 102 or 152 Customer whose usage is equal to or greater than the 50 Dekatherms threshold in the two most recent Review periods will be eligible for transfer to Rate Schedule 103, 104, 113 or 114, as applicable,. A Rate Schedule 103, 104, 113 or 114 Customer whose usage is less than the 50 Dekatherms threshold in both of the most recent two Review Periods will be eligible for transfer to the appropriate Small or Medium General Service Rate Schedule. Customers receiving Service under Rate Schedules 103 or 104 shall be eligible to elect transportation service to be effective with the rate reclassification.
- (3) All changes in rate classification under this section shall be subject to Company consent as provided under Section 7 of these Service Regulations. All changes in rate classification under this section shall be effective on the first day of June following the review. The Company shall not be liable for any loss or damage resulting from a change in rate classification, including any loss resulting from the purchase of gas by a transportation Customer who has been reclassified to a sales Rate Schedule.
- (4) Customers who are reclassified shall be notified of the change in Rate Schedule, and receive a copy of the tariff sheets applicable to his old and new Rate Schedules at least 21 days prior to the effective date of the change.
- C. Exceptions: If a Customer adds or retires a major piece of gas-burning equipment, changes the hours of operations or otherwise materially alters the Customer's business that will clearly increase, or decrease, the Customer's consumption on an ongoing basis to a level that will change the Customer's ability to qualify for a particular Rate Schedule, the Customer shall report such changes to the Company and afford the Company an opportunity to inspect the change in equipment and to meet with the Customer to review and discuss the anticipated future level of consumption. If, after such inspection and meeting, the Company is satisfied that reclassification is appropriate, utilizing the mechanisms set forth in Section 7 of

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these Service Regulations, the reclassification will occur within two months after the new equipment is in place and operational, or the retirement is completed, and the first Meter reading reflects the higher anticipated usage resulting from the new equipment or the lower anticipated usage resulting from the retirement. Any reclassification pursuant to this paragraph is subject to correction if actual experience so warrants. If the reclassification results in qualification for Service under Rate 103 or 104, the Customer shall provide an election form one week prior to reclassification if a transportation election is desired. Otherwise, Service will be provided under Rate Schedule 103 or 104, dependent upon rate qualification.

- D. Requirements: Upon reclassification from Rate 102 or 152 to either Rate 103, 104, 113, or 114, as well as new Customers on these Rate Schedules, the Customer will be responsible for installing and maintaining, at the Customer's expense, a dedicated 110v electrical service in a location suitable to provide electrical service for the Company's telemetering equipment.
- 36. Extra Facilities. At the request of the Customer with Company agreement, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of Service at one point, through one Meter, at a maximum pressure in accordance with the applicable Rate Schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- A. Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous Premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
- B. "Extra Facilities" shall consist of such of the following as may be required: Meter, Meter Assembly, Gas Service Line, Main, telemetering equipment or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
- C. The facility to be supplied shall be Company standard Main, Gas Service Lines and Meter equipment installed only on the Company side of the point of delivery.
- D. A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for facilities charge, demand charge and sales or transportation charges.
- E. The "Installed Cost of Extra Facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original

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- cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
- F. When the Extra Facilities requested by the Customer consist of those required to furnish Service at either more than one delivery point on the Premises or at more than one pressure, or both, the Installed Cost of the Extra Facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
- G. The Company shall have the option of refusing requests for Extra Facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's Service to other customers.
- H. Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
- 37. Complaints. Customers who have a disagreement with the Company may call the Public Staff Consumer Services Division at telephone number (919) 733-9277 for assistance, or write to the address below:

Public Staff - NC Utilities Commission Consumer Services Division 4326 Mail Service Center Raleigh, NC 27699-4326

- 38. <u>Taxes</u>. Customer shall be responsible for payment of all taxes attributable to or due in connection with the provision of any Service by the Company to the Customer, including the excise taxes required by Article 5E of Chapter 105 of the North Carolina General Statutes.
- 39. <u>Agency Authorization</u>. Certain Rate Schedules permit a Customer to authorize a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. In order to be considered a Customer's Agent, the agent must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix B to these Service Regulations.

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#### APPENDIX A

#### PROCEDURE FOR RATE ADJUSTMENTS UNDER G.S. 62-133.4

1. Purpose.

The purpose of this Appendix A is to set forth the procedures by which Piedmont Natural Gas Company, Inc. can file to adjust its rates pursuant to G.S. 62-133.4. The intent of these procedures is to permit Piedmont to recover 100% of its prudently incurred gas costs applicable to its North Carolina operations.

- 2. **Definitions.** As used in this Appendix, the following definitions shall apply:
  - (a) "LDC" shall mean Piedmont Natural Gas Company, Inc.
  - (b) "Gas Costs" shall mean the total delivered cost of gas paid or to be paid to Suppliers, including but not limited to all commodity/gas charges, demand charges, peaking charges, surcharges, emergency gas purchases, over-run charges, capacity charges, standby charges, reservation fees, gas inventory charges, minimum bill charges, minimum take charges, take-or-pay charges, take-and-pay charges, storage charges, service fees and transportation charges, and any other similar charges in connection with the purchase, storage or transportation of gas for the LDC's system supply.
  - (c) "Suppliers" shall mean any person or entity, including affiliates of the LDC who locates, produces, purchases, sells, stores and/or transports natural gas or its equivalent to, for or on behalf of the LDC. Suppliers may include, but not be limited to, interstate pipeline transmission companies, producers, brokers, marketers, associations, intrastate pipeline transmission companies, joint ventures, providers of Liquefied Natural Gas, Liquefied Petroleum Gas, Synthetic Natural Gas and other hydrocarbons used as feed stock, other local gas distribution companies and end-users.
  - (d) "Benchmark Commodity Gas Costs" shall mean the LDC's estimate of the City Gate Delivered Gas Costs for gas supplies, excluding Demand Charges and Storage Charges as approved in the LDC's last general rate case or gas cost adjustment proceeding. The Benchmark Commodity Gas Costs may be amended from time to time as provided in Section 3(a).

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- (e) "City Gate Delivered Gas Costs" shall mean the total delivered Gas Costs to the LDC at its city gate.
- (f) "Commodity and Other Charges" shall mean all Gas Costs other than Demand Charges and Storage Charges and any other Gas Costs determined by the Commission to be properly recoverable from sales Customers.
- (g) "Demand Charges and Storage Charges" shall mean all Gas Costs which are not based on the volume of gas actually purchased or transported by the LDC and any other gas costs determined by the Commission to be properly recoverable from applicable sales and transportation Customers.
- (h) "Apportionment Percentage or Amount" shall mean the percent or amount of Demand Charges and Storage Charges allocated to each rate schedule.

# 3. Rate Adjustments Under These Procedures.

- (a) Sales Rates. In the event the LDC anticipates a change in its City Gate Delivered Gas Costs, the LDC may apply and file at least 14 days prior to the proposed effective date, revised tariffs in order to increase or decrease its rates to its Customers as hereinafter provided. The Commission may issue an order allowing the rate change to become effective simultaneously with the effective date of the change or at any other time ordered by the Commission. If the Commission has not issued an order within 120 days after the application, the LDC may place the requested rate adjustment into effect. Any rate adjustment under this Section 3(a) is subject to review under Section 6.
  - (i) Demand Charges and Storage Charges. Whenever the LDC anticipates a change in the Demand Charges and Storage Charges, the LDC may (as hereinabove provided) change its rates to Customers under each applicable rate schedule by an amount computed as follows:

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[(Total Anticipated Demand Charges and
Storage Charges - Prior Demand Charges and
Storage Charges) X

NC Portion\*] X Apportionment %-age or Amount

= Increase (Decrease) Per Unit
(by rate schedule)

Sales and Transportation Volumes as applicable\*
(by rate schedule)

\* Established by the Commission in the last general rate case

(ii) Commodity and Other Charges. Whenever the LDC's estimate of its Benchmark Commodity Gas Costs changes, the LDC may (as hereinabove provided) change the rates to its Customers purchasing gas under its sales rate schedules, incorporating the Benchmark Commodity Gas Costs, by an amount computed as follows:

[Volumes of gas purchased\* (excluding
Company Use and Unaccounted For) X
(New Benchmark Commodity Gas Costs
- Old Benchmark Commodity Gas Costs)]
X NC Portion\*

= Increase (Decrease) Per Unit

Volumes of gas purchased for System Supply\* (excluding Company Use and Unaccounted For)\* X NC Portion\*

- (b) Transportation Rate. Transportation rates will be computed by adding the applicable Demand Charges and Storage Charges (at the Apportionment Percentage or Amount approved and allocated to each rate schedule by the Commission) to the per unit distribution margin established by the Commission in the last general rate case. Increments or decrements for Demand Charges and Storage Charges may apply to transportation rates based on the Apportionment Percentage or Amount.
- (c) Other Changes in Purchased Gas Costs. The intent of these procedures is to permit the LDC to recover its actual prudently incurred Gas Costs. If any other Gas Costs are incurred, they will be handled as in Section 3(a)(i) if they are similar to Demand Charges and Storage Charges, or as in Section 3(a)(ii) if they are similar to Commodity and Other Charges.

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<sup>\*</sup> Established by the Commission in the last general rate case

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## 4. True-up of Gas Costs.

- (a) Demand Charges and Storage Charges. On a monthly basis, the LDC shall determine the difference between (a) Demand Charges and Storage Charges billed to its Customers in accordance with the Commission-approved allocation of such costs to the LDC's various rate schedules and (b) the LDC's actual Demand Charges and Storage Charges. This difference shall be recorded in the LDC's deferred account for demand and storage charges. Increments and decrements for this deferred account, including the portion of the Commodity and Other Charges true-up calculated under Section (4)(b) and apportioned to this deferred account, flow to applicable sales and transportation rate schedules as allocated and approved by the Commission. Where applicable, the percentage allocation to North Carolina shall be the percentage established in the last general rate case.
- (b) Commodity and Other Charges. On a monthly basis, the LDC shall determine with respect to gas sold (including Company use and unaccounted for) during the month the difference between (a) the actual Commodity and Other Charges incurred and (b) the actual Commodity and Other Charges billed to Customers. This difference shall be apportioned each month to the LDC's deferred account for commodity and other charges based on the ratio of volumes sold to the volumes purchased for that month. The residual portion of the difference not apportioned to the LDC's deferred account for commodity and other charges shall be apportioned each month to the LDC's deferred account for Demand Charges and Storage Charges. Increments and decrements for Commodity and Other Charges flow to all sales rate schedules incorporating the Benchmark Commodity Gas Costs.
- (c) Repealed.

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(d) Supplier Refunds and Direct Bills. In the event the LDC receives supplier refunds or direct bills with respect to gas previously purchased, the amount of such supplier refunds or direct bills will be recorded in the appropriate deferred account, unless directed otherwise by the Commission.

## 5. Other.

- (a) Gas Costs changes not tracked concurrently shall be recorded in the LDC's appropriate deferred account.
- (b) The Commodity and Other Charges portion of gas inventories shall be recorded at actual cost and the difference in that cost and the cost last approved under Section 3(a)(ii) shall be recorded in the deferred account when the gas is withdrawn from inventory.
- (c) The LDC shall file with the Commission (with a copy to the Public Staff) a complete monthly accounting of the computations under these procedures, including all supporting workpapers, journal entries, etc., within 45 days after the end of each monthly reporting period. All such computations shall be deemed to be in compliance with these procedures unless within 60 days of such filing the Commission or the Public Staff notifies the LDC that the computations may not be in compliance; provided, however, that if the Commission or the Public Staff requests additional information reasonably required to evaluate such filing, the running of the 60 day period will be suspended for the number of days taken by the LDC to provide the additional information.
- (d) Periodically, the LDC may file to adjust its rates to refund or collect balances in these deferred accounts through decrements or increments to current rates. In filing for an increment or decrement, the LDC shall state the amount in the deferred account, the time period during which the increment or decrement is expected to be in effect, the rate classes to which the increment or decrement is to apply, and the level of volumes estimated to be delivered to those classes. Any such increments or decrements shall be made on the applicable Apportionment Percentage or Amount basis for all affected rate classes, unless otherwise ordered by the Commission.
- (e) Notwithstanding the provisions of this Rule, the LDC may offset negotiated losses in any manner authorized by the Commission. As of the effective date of this Appendix A, the LDC is permitted to negotiate rates to certain industrial Customers when necessary or appropriate to meet the prices of competitive fuels or energy sources or otherwise to avoid the loss of sales or transportation service to these Customers. To permit the LDC to provide

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service to these Customers without suffering a loss of margin, the LDC shall record the negotiated losses in the "All Customers" deferred account. If the LDC should negotiate rates for any purpose other than meeting competition from alternate fuel or energy sources, the LDC will file a report with the Commission stating the reason for any such negotiation. Such reports will be filed within 45 days after the month in which the negotiation took place.

#### 6. Annual Review.

- (a) Annual Test Periods and Filing Dates. The LDC will submit to the Commission the information and data required in Section 6(c) for an historical 12-month test period. This information will be filed on or before August 1 of each year based on a test period ended May 31.
- (b) **Public Hearings**. The Commission will schedule an annual public hearing pursuant to G.S. 62-133.4(c) in order to compare the LDC's prudently incurred Gas Costs with Gas Costs recovered from all its Customers that it served during the test period. The public hearing will be on the first Tuesday of October. The Commission, on its own motion or the motion of any interested party, may change the date for the public hearing and/or consolidate the hearing required by this section with any other docket(s) pending before the Commission with respect to the affected LDC.
- (c) Information Required in Annual Filings. The LDC will file information and data showing the LDC's actual gas costs, volumes of purchased gas, sales volumes, negotiated sales volumes and transportation volumes and such other information as may be directed by the Commission. All such information and data will be accompanied by workpapers and direct testimony and exhibits of witnesses supporting the information.
- (d) Notice of Hearings. The LDC will publish a notice for two (2) successive weeks in a newspaper or newspapers having general circulation in its service area, normally beginning at least 30 days prior to the hearing, notifying the public of the hearing before the Commission pursuant to G.S. 62-133.4 and setting forth the time and place of the hearing.
- (e) **Petitions to Intervene**. Persons having an interest in any hearing held under the provisions of this Appendix A may file a petition to intervene setting forth such interest at least 15 days prior to the date of the hearing. Petitions to intervene filed less than 15 days prior to the date of the hearing may be allowed at the discretion of the Commission for good cause shown.

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- (f) Filing of Testimony and Exhibits by the Public Staff and Intervenors. The Public Staff and other intervenors may file direct testimony and exhibits of witnesses at least 15 days prior to the hearing date. If a petition to intervene is filed less than 15 days prior to the hearing date, it shall be accompanied by any direct testimony and exhibits of witnesses the intervenor intends to offer at the hearing.
- (g) **Filing of Rebuttal Testimony**. The LDC may file rebuttal testimony and exhibits within 10 days of the actual receipt of the testimony of the party to whom the Rebuttal Testimony is addressed.

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#### APPENDIX B

	CUSTOMER AGENT AGREEMENT
201_,	This Customer Agent Agreement ("Agreement") is made this day of, by and between Piedmont Natural Gas Company, Inc. ("Piedmont") and ("Agent").
agent:	WHEREAS, Piedmont's natural gas transportation tariffs provide for the ability of ners receiving Piedmont's transportation services to designate and utilize a third-party for purposes of making nominations for and delivering natural gas to Piedmont on behalf the customers and managing imbalances on the Piedmont system resulting from such ies; and
_	WHEREAS, in undertaking such activities on behalf of Piedmont's customers, such s have the capacity to create material economic and operational risks for Piedmont and its ners; and
	WHEREAS, Agent desires to act as a Customer Agent on Piedmont's system; and
and co	WHEREAS, Piedmont is willing to permit Agent to operate on its system under the terms on on ditions set forth herein and under the parameters of Piedmont's approved tariffs and

service regulations.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Piedmont and Agent agree as follows:

Establishment and Maintenance of Creditworthiness. Except as otherwise expressly provided in this Paragraph 1, each Agent must establish credit with Piedmont in the form of a Letter of Credit, escrow deposit, parental guaranty, or otherwise, in form and substance acceptable to Piedmont, in an amount equal to or greater than the dollar value obtained by the following formula at all times:

The higher of Agent's average daily load for the previous month or Agent's First-of-Month confirmed daily nomination quantity for the new month x 3 days x (NYMEX prompt month close) x 1.25

Each month, prior to nominating transactions for the first of the month business, an evaluation will be made to ensure that the established credit does not fall below the value obtained from the formula shown above. In the event Agent's established credit falls below the value obtained

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through application of the formula shown above, either during this monthly evaluation or at any other time, Piedmont may require that the value of said Letter of Credit, escrow deposit, parental guaranty, or other form of assurance be changed at any time in order to reestablish adequate creditworthiness hereunder. In the event Agent fails to establish creditworthiness as set forth above, or fails to comply within 5 days with directions from Piedmont to increase the amount of its credit instruments as provided herein, then Agent's right to conduct business on the Piedmont system shall be suspended until such time as Agent shall be in compliance with the creditworthiness provisions set forth herein (including any requirements to increase said creditworthiness). The foregoing creditworthiness requirements shall not apply to any Agent to the extent that and for so long as such Agent's creditworthiness obligations under this Paragraph 1 would be less than or equal to \$100,000.

- 2. <u>Customer Agent Imbalance Restrictions</u>. Agent shall use all reasonable efforts to minimize intra-month imbalances. Agent agrees to adhere to the imbalance provisions set forth in Piedmont's Service Regulations and Rate Schedules, as in effect from time to time.
- 3. <u>Allocation of Imbalance Quantities/Penalties</u>. Concurrent with the submission of monthly nominations, Agent shall provide Piedmont with a schedule of allocated nominations for customers to be served by Agent for the following month. This allocation shall serve as the basis for resolving imbalances with Agent's customers to the extent those imbalances are not resolved by Agent. In the event Agent fails to submit such schedule, and further fails to resolve any monthly imbalance during the term hereof, those imbalances and any attendant penalties shall be allocated to Agent's customers, *pro rata*, based upon the actual usage of each such customer during the month to which the unresolved imbalance and/or penalties is attributable.
- 4. Failure to Comply with Operational Notices, and Agent Creditworthiness and Imbalance Requirements. If Agent fails to adhere to the imbalance and credit requirements set forth above, or to obey specific instructions issued by Piedmont and designed to preserve the operational integrity of Piedmont's system, Agent (a) shall be subject to the Unauthorized Over Run Penalty provisions of Piedmont's Rate Schedule 106, and (b) shall have its right to transact business on Piedmont's system suspended. Upon any such suspension, Agent's authorization to conduct business on the Piedmont system shall not be restored until such time as Agent is in full compliance with the provisions hereof and all applicable provisions of Piedmont's tariffs and service regulations.
- 5. <u>Term.</u> This Agreement shall become effective as of the date first written above and shall continue in full force or effect until terminated by either party hereto upon sixty (60) days written notice.
- 6. <u>Supplemental Nature of Agreement</u>. This Agreement is supplemental to the provisions of Piedmont's approved tariffs and service regulations, the provisions of which shall

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also apply to services rendered hereunder. As such, the restrictions and requirements set forth herein are cumulative in nature and in addition to any other imbalance or penalty provisions set forth in Piedmont's approved tariffs and service regulations.

7. <u>Billing and Payment</u>. Billings to Agent for any amounts due hereunder, and payments by Agent on such billings, shall be made in a manner consistent with the billing and payment provisions of the underlying transportation tariffs pursuant to which service is rendered.

## 8. <u>Miscellaneous</u>.

- A. <u>Modification</u>. This Agreement may not be modified or amended except by the execution of a written agreement by the parties hereto.
- B. Waiver. No failure by any party to enforce this agreement with respect to any default in the performance of any of the provisions of this Agreement shall operate or be construed to operate as a waiver thereof or of any similar future default.
- C. <u>Assignment</u>. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.
- D. <u>Jurisdiction</u>. This Agreement and the respective obligations of the parties hereto are subject to all valid laws, orders, rules and regulations of the North Carolina Utilities Commission and any other governmental bodies having jurisdiction.
- E. <u>Conflict of Laws</u>. The construction, interpretation, and performance of this Agreement shall be in accordance with the substantive laws of the State of North Carolina without regard to any conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement as of the year and date first written above.

AGENT	PIEDMONT NATU	RAL GAS COMPANY, INC.
By:	By:	
Γitle:	Title:	
Issued by Thomas E. Skains, Ch	airman President and CFO	Issued: 10/30/2008

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# **MAILING ADDRESS**

Please submit to: Transportation & Pipeline Services

Piedmont Natural Gas Company

P.O. Box 33068 Charlotte, N.C. 28233

OR

Transportation & Pipeline Services Fax Number: (704) 364-8320

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# APPENDIX C

# Margin Decoupling Tracker

# 1. Provision for Adjustment

The base rates per therm (100,000 Btu) for gas service set forth in Rate Schedules 101, 102 and 152 of Piedmont Natural Gas Company (Company) shall be adjusted by an amount hereinafter described which amount is referred to as the "Margin Decoupling Adjustment." The Margin Decoupling Adjustment shall be calculated, as a decrement or an increment, and applied to Rate Schedules 101, 102 and 152 to refund or recover the balance in the "Margin Decoupling Deferred Account." The Margin Decoupling Deferred Account shall be established by a monthly adjustment hereinafter described, which monthly adjustment is referred to as the "Margin Decoupling Deferred Account Adjustment."

## 2. Definitions

For the purposes of this Rider:

"Commission" means the North Carolina Utilities Commission

"Relevant Rate Order" means the final order of the Commission in the most recent litigated rate case of the Company fixing the rates of the Company or the most recent final order of the Commission specifically prescribing or fixing the factors and procedures to be used in the application of this Rider.

# 3. Computation of Margin Decoupling Deferred Account Adjustment

The Margin Decoupling Deferred Account Adjustment, for each of the Rate Schedules 101, 102 and 152, shall be computed monthly to the nearest dollar by the following formulas:

Base Load Therms; = Actual Customers; X Base Load;

Heat Sensitive Therms; = Actual Customers; X Heat Sensitivity Factor; X Normal Degree Days

Normalized Therms; = Base Load Therms; + Heat Sensitive Therms;

Normalized Margin<sub>i</sub> = Normalized Therms<sub>i</sub> X R Factor<sub>i</sub>

Actual Margin<sub>i</sub> = Actual Therms<sub>i</sub> X R Factor<sub>i</sub>

Margin Decoupling Deferred Account Adjustment<sub>i</sub> = Normalized Margin<sub>i</sub> - Actual Margin<sub>i</sub>

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Where:

i = any particular rate schedule

Actual Customers<sub>i</sub> = Actual customers billed for the billing cycle month for the

i<sup>th</sup> rate schedule

Actual Therms<sub>i</sub> = Actual therms used for the billing cycle month for the i<sup>th</sup>

rate schedule

R Factor<sub>i</sub> = base rate (approved rate less fixed and commodity cost of

gas) for the i<sup>th</sup> schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose

of determining normalized test year revenues.

Heat Sensitivity Factor<sub>i</sub> = heat sensitive factor for the i<sup>th</sup> schedule of classification

utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues.

Normal Degree Days = normal, 15<sup>th</sup> to 15<sup>th</sup>, heating degree days utilized by the

Commission in the Relevant Rate Order for the purpose of

determining normalized test year revenues.

Base Load<sub>i</sub> = base load sales for the i<sup>th</sup> schedule or classification utilized

by the Commission in the Relevant Rate Order for the

purpose of determining normalized test year revenues.

# 4. Filing with Commission

The Company will file monthly as directed by the Commission (a) a copy of each computation of the Margin Decoupling Deferred Account Adjustment by rate schedule, (b) a schedule showing the effective date of each such Margin Decoupling Deferred Account Adjustment, and (c) a schedule showing the factors of values derived from the Relevant Rate Order used in calculating such Margin Decoupling Deferred Account Adjustment. Such reports will be filed within 45 days after the end of the month for which the report is being filed.

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# APPENDIX C

# 5. Computation of Margin Decoupling Adjustment

Effective for both the first day of April's Bill Cycle Month and the first day of November's Bill Cycle Month, the Margin Decoupling Adjustment to refund or recover the balance in the Margin Decoupling Deferred Account, shall be calculated to the nearest one-thousandth cent per therm by the following formula:

Margin Decoupling Adjustment = Margin Decoupling Deferred Account Balance /
Annual Therms<sub>ti</sub>

Where:

Margin Decoupling Deferred Account Balance = Balance at January 31 and August 31

Annual Therms = Normalized volumes assigned in

most recent rate case

ti = Total for Rate Schedules 101, 102

and 152

## 6. Interest

Interest will be applied to the Margin Decoupling Deferred Account at the Company's authorized overall rate of return.

# 7. Filing with Commission

The Company will file revised tariffs for Commission approval upon 14 days notice to implement a decrement or an increment each April and November. With the filing the Company will include a copy of each computation of the Margin Decoupling Adjustment.

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# APPENDIX D

**Equal Payment Plan (EPP)** 

# **AVAILABILITY**

The Equal Payment Plan ("EPP" or "Plan") is available to customers receiving service under Rate Schedules 101, 102 and 152 whose accounts are in good standing. For purposes of the EPP, a customer shall be in good standing if they have not had service terminated or been removed from the Plan within the immediately prior twelve (12) month period for non-payment of bills. The Plan is designed to provide the customer the option of paying equal payments over a twelve-month period and is available during any month of the year. The Company shall have discretion, but shall not be required, to include existing balances in the calculation of monthly EPP payments as provided below, where a customer has a difficult time paying his monthly bills. In circumstances where an existing balance exists, the Company may require that as much of the old balance as possible be paid up front in order to help keep future payments as low as possible.

# **GENERAL TERMS AND CONDITIONS**

At the customer's election, the Company will calculate payments under the Plan based on the customer's actual consumption history during the past 12-months adjusted for normal weather. The estimated monthly usage will be priced at the Company's currently approved margin rates plus an estimated benchmark cost of gas based on the forward-looking NYMEX futures prices for the upcoming 12-month period. Applicable franchise fees and sales tax will then be added to arrive at the estimated annual billing amount. If the customer has an outstanding balance, and Company agrees to include some or all of that balance under the EPP, it will be added to the estimated annual amount. The monthly payment will be calculated by dividing the estimated annual billing amount plus any outstanding balance included under the EPP by twelve. After 11 payments have been made, the customer will be sent a twelfth-month "true-up" bill reflecting any underage or overage of the total of the past 11 payments. Underages will be treated as debits and overages will be treated as credits and applied to the next billing. Refunds may be made by check if the overage exceeds \$25.00. Unless otherwise requested, the customer will remain on EPP after the twelfth bill with a new monthly EPP amount calculated.

# **MID-YEAR ADJUSTMENTS**

In order to avoid unusually large debit or credit balances to the customer's account, the Company may make mid-year adjustments to the EPP payments. During periods of highly volatile wholesale gas prices, more frequent EPP adjustments may be required to avoid unusually large debit or credit balances. The Company will notify the customer with a notation on the bill, bill insert or separate mailing of any adjustments to payments.

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## **SOUTH CAROLINA RATES AND CHARGES**

Residential

Residential Service - Value Rate 201

November - March

April - October

Monthly Charge

\$ 10.00 \$ 8.00 Rate Per Therm

November - March April - October \$ 0.79383

\$ 0.74853

Residential Service - Standard Rate 221

Monthly Charge

November - March \$ 10.00 April - October \$ 8.00 Rate Per Therm

November - March April - October \$ 1.00103 \$ 1.00739

\_

**Outdoor Gaslight Service - Rate 205** 

Monthly Charge

\$ 15.00

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#### **SOUTH CAROLINA RATES AND CHARGES**

#### Commercial

Manthly Charge	e 22.00	Rate Per Therm				
Monthly Charge	\$ 22.00	November - March		s	0.90941	
		April - October			0.87334	
Small General Service	· Value Rate 232					
Monthly Charge	\$ 22.00	Rate Per Therm				
monany enange	V ==	November - March	First 2,000	\$	0.84661	
			Over 2,000	\$	0.81538	
		April - October	First 2,000	\$	0.74723	
		·	Over 2,000	\$	0.71878	
Medium General Servic	e - Value Rate 262					
Monthly Charge	\$ 75.00	Rate Per Therm				
Monthly Charge	<b>V</b> 70.00	November - March	First 5,000	\$	0.81210	
			Over 5,000	\$	0.77636	
		April - October	First 5,000	\$	0.71598	
			Over 5,000	\$	0.69009	
Small General Service	- Motor Fuel Rate 242					
Oman Conoral Con 1100						
	\$ 22.00	Rate Per Therm		_		Rate Per GGE **
Monthly Charge *	\$ 22.00	Rate Per Therm November - March April - October			0.63274 0.60037	Rate Per GGE ** 0.79725 ** 0.75647 **

<sup>\*</sup> The Monthly Charge for Rate 242 is not applicable to gas service provided at the Company's Premises.

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<sup>\*\*</sup> The Company may bill in units of Gasoline Gallon Equivalent ("GGE") for gas service provided at the Company's Premises under Rate 242. The rates above convert 1.26 Therms to 1 GGE.

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#### SOUTH CAROLINA RATES AND CHARGES

Industrial

					<del></del>	
arge General Sales Service - Rate 203						
THE General Sales Service - Nato 100						
onthly Charge				\$	250.00	
emand Charge (monthly per peak day therm i	usage)			\$	1.79812	
ate Per Therm				A Ostaba		
	November - March	_		April - Octobe		0.55725
	First 15,000	\$	0.64849	First 15,000	\$ \$	
	Next 15,000	\$	0.57774	Next 15,000		
	Next 75,000	\$	0.53857	Next 75,000	• <b>\$</b>	
	Next 165,000	\$	0.46553	Next 165,000		
	Next 330,000	\$	0.41021	Next 330,000		
	Over 600,000	\$	0.38164	Over 600,000	,	0.35104
terruptible Sales Service - Rate 204						
onthly Charge				\$	250.00	
ate Per Therm						
	November - March			April - Octobe		0.57484
	First 15,000	\$	0.72537	First 15,000	\$	
	Next 15,000	\$	0.64845	Next 15,000	\$	
	Next 75,000	\$	0.59148	Next 75,000		
	Next 165,000	\$	0.61209	Next 165,000		
	Next 330,000	\$	0.50865	Next 330,000		
	Over 600,000	\$	0.42164	Over 600,000	) :	0.39164
arge General Transportation Service - Rate	213	-		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
fonthly Charge				\$	250.00	
emand Charge (monthly per peak day therm	ueana\			\$	0.59651	
tandby Sales Service Charge (monthly per pe				\$	1.20161	
ate Per Therm						
	November - March			April - Octob		0.47544
	First 15,000	\$	0.24657	First 15,000		0.17511
	Next 15,000	\$	0.17984	Next 15,000		0.12679
	Next 75,000	\$	0.13337	Next 75,000		0.10095
	Next 165,000	\$	0.09015	Next 165,000		0.06829
	Next 330,000	\$	0.03546	Next 330,000		\$ 0.03021
	Over 600,000	\$	0.00664	Over 600,00	D :	\$ 0.00664
nterruptible Transportation Service - Rate 2	214					
Monthly Charge				\$	250.00	
Rate Per Therm						
	November - March			April - Octob		
	First 15,000	S	0.24629	First 15,000		\$ 0.17490
	Next 15,000	\$	0.17946	Next 15,000		\$ 0.12593
	Next 75,000	Š	0.13111	Next 75,000		\$ 0.09571
	Next 165,000	\$	0.08303	Next 165,00	)	\$ 0.06537
	Next 330,000	Š	0.03610	Next 330,00		\$ 0.05051
	Over 600,000	\$	0.00664	Over 600,00		\$ 0.00664

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issued:

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Effective:

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## SOUTH CAROLINA RATES AND CHARGES

# Miscellaneous Fees And Charges

Schedule For Limiting And Curtailing Service - Rate 206				
Emergency Service Rate Per Therm	\$	1.00	In addition to commodity prices as defined in Rate Schedule 206, Rate For Emergency Service.	
Unauthorized Over Run Penalty Per Therm	\$	2.50	In addition to commodity prices as defined in Rate Schedule 206, Rate For Emergency Service.	
Reconnect Fees		•		
February Through August	\$	40.00		
September Through January	\$	60.00		
Returned Check Charge				
Returned Check Charge	\$	25.00		

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# Piedmont Natural Gas Company South Carolina Index of Tariff & Service Regulations

Rate Schedule 201	Residential Service - Value Rate
Rate Schedule 221	Residential Service - Standard Rate
Rate Schedule 202	Small General Service - Standard Rate
Rate Schedule 232	Small General Service - Value Rate
Rate Schedule 252	Medium General Service – Standard Rate
Rate Schedule 262	Medium General Service – Value Rate
Rate Schedule 203	Large General Sales Service
Rate Schedule 204	Interruptible Sales Service
Rate Schedule 205	Outdoor Gaslight Service
Rate Schedule 206	Schedule for Limiting and Curtailing Service
Rate Schedule 207	Balancing, Cash-Out and Agency Authorization
Rate Schedule 208	Negotiated Service
Rate Schedule 213	Large General Transportation Service
Rate Schedule 214	Interruptible Transportation Service
Rate Schedule 242	Small General Service - Motor Fuel

# Service Regulations

Appendix A - Gas Costs Recovery Mechanism

Appendix B - Customer Agent Agreement

**Economic Development Rider** 

P.S.C.S.C. Tariff

# RATE SCHEDULE 201 RESIDENTIAL SERVICE-VALUE RATE

# **Applicability**

Gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to a residential unit, which is individually metered, and to governmental housing projects. Rate Schedule 201 applies to all residential customers whose base load usage in either of the cycle billing months of July and August is equal to or greater than 15 therms. Base load usage will be based upon Customer's usage in the Company's most recent residential base load period adjusted for cycle length. Availability of this Rate Schedule for new Customers will be based on reasonably anticipated base load usage. Reclassification of customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

## Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

## **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

# **Late Payment Charge**

A late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

## Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

Piedmont Natural Gas Company, Inc.

# RATE SCHEDULE 221 RESIDENTIAL SERVICE-STANDARD RATE

# **Applicability**

Gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to a residential unit, which is individually metered. Rate Schedule 221 applies to all residential customers whose base load usage in both of the cycle billing months of July and August is less than 15 therms. Base load usage will be based upon Customer's usage in the Company's most recent residential base load period adjusted for cycle length. Availability of this Rate Schedule for new Customers will be based on reasonably anticipated base load usage. Reclassification of customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

#### **Rates and Charges**

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

#### Late Payment Charge

A late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

# RATE SCHEDULE 202 SMALL GENERAL SERVICE-STANDARD RATE

## **Applicability and Character of Service**

Gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily usage is less than 20 dekatherms per day and whose Summer Load Percentage (SLP) is equal to or less than 30%. Average daily gas usage will be based on the Customer's usage during the most recent past calendar year ended on December 31 and adjusted for cycle length. SLP will be determined based upon the percentage of the Customer's total annual usage represented by the Customer's seven (7) month summer usage (April – October). Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

Reclassification of customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

## Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### Late Payment Charge

A late payment charge of  $1\frac{1}{2}$ % per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

# RATE SCHEDULE 232 SMALL GENERAL SERVICE-VALUE RATE

# **Applicability and Character of Service**

Gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily usage is less than 20 dekatherms per day and whose Summer Load Percentage (SLP) is greater than 30%. Average daily gas usage will be based on the Customer's usage during the most recent calendar year ended on December 31 and adjusted for cycle length. SLP will be determined based upon the percentage of the Customer's total annual usage represented by the Customer's seven (7) month summer usage (April – October). Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

Reclassification of customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

## **Rates and Charges**

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

## Late Payment Charge

A late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

# RATE SCHEDULE 252 MEDIUM GENERAL SERVICE-STANDARD RATE

# **Applicability and Character of Service**

Gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily usage is equal to or greater than 20 dekatherms per day but less than 50 dekatherms per day and whose Summer Load Percentage (SLP) is equal to or less than 30%. Average daily gas usage will be based on the Customer's usage during the most recent calendar year ended on December 31 and adjusted for cycle length. SLP will be determined based upon the percentage of the Customer's total annual usage represented by the Customer's seven (7) month summer usage (April – October). Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

Reclassification of customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

## **Rates and Charges**

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

## Late Payment Charge

A late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

Piedmont Natural Gas Company, Inc.

# RATE SCHEDULE 262 MEDIUM GENERAL SERVICE-VALUE RATE

# Applicability and Character of Service

Gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily usage is equal to or greater than 20 dekatherms per day but less than 50 dekatherms per day and whose Summer Load Percentage (SLP) is greater than 30%. Average daily gas usage will be based on the Customer's usage during the most recent calendar year ended on December 31 and adjusted for cycle length. SLP will be determined based upon the percentage of the Customer's total annual usage represented by the Customer's seven (7) month summer usage (April – October). Availability of this Rate Schedule for new Customers or for Customers without at least one full year of usage history will be based on reasonably anticipated usage.

Reclassification of customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

## Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

# Late Payment Charge

A late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

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# RATE SCHEDULE 203 LARGE GENERAL SALES SERVICE

#### **Availability**

For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 213 by giving written notice to the Company prior to March 1 of any year. Proper notice having been provided, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other Rate Schedules.

## Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

## **Billing Demand**

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company.

Changes to the Customer's billing demand determinant will become effective June 1 of each year.

For Customers commencing initial gas service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during that initial partial year, but shall be a minimum of 500 therms. If a Customer has received gas service from the Company prior to receiving service under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinant.

Issued by Ware F. Schiefer, Chief Executive Officer Issued: November 1, 2002

Docket No. 2002-63-G Effective: November 1, 2002

P.S.C.S.C. Tariff

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# RATE SCHEDULE 203 LARGE GENERAL SALES SERVICE

## Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer. Any adjustments to the quantity of gas delivered due to meter failure or inaccuracy of measurement shall be determined as provided in the Rules and Regulations of the Commission.

# Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

## Late Payment Charge

A late payment charge of one and a half percent (1 ½%) per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer Issued: November 1, 2002

Docket No. 2002-63-G Effective: November 1, 2002

P.S.C.S.C. Tariff

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# RATE SCHEDULE 204 INTERRUPTIBLE SALES SERVICE

## **Availability**

For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina on an interruptible basis to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 214 by giving written notice to the Company prior to April 1 of any year. Proper notice having been provided, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other Rate Schedules.

#### Standby Alternate Fuel Capability

Customers purchasing gas pursuant to this Rate Schedule shall maintain, in <u>useable</u> condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas service without further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

#### Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer. Any adjustments to the quantity of gas delivered due to meter failure or inaccuracy of measurement shall be determined as provided in the Rules and Regulations of the Commission.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

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# RATE SCHEDULE 204 INTERRUPTIBLE SALES SERVICE

## **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

## Late Payment Charge

A late payment charge of one and a half percent (1 ½%) per month will be applied to all balances not paid prior to the next month's billing date.

# Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

# RATE SCHEDULE 205 OUTDOOR GASLIGHT SERVICE

## **Applicability**

This Rate Schedule is available in the area served with natural gas by the Company in the State of South Carolina to Customers with non-metered gas in mantle-equipped outdoor gaslights installed and in use prior to November 1, 2002.

## **Rates and Charges**

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Public Service Commission of South Carolina (the "Commission") and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 25 days after bill date.

## **Late Payment Charge**

A late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

## Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

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# RATE SCHEDULE 206 SCHEDULE FOR LIMITING AND CURTAILING SERVICE

## Applicability and Character of Service

This Service Schedule defines the types of curtailment that the Company may invoke from time to time due to the occurrence of extreme weather conditions, operating conditions or force majeure events, and describes the process and procedures to be followed in the implementation of gas service restrictions.

## **Distribution Pressure Curtailments**

Due to extreme weather conditions, operating conditions or force majeure events as defined in the Company's Service Regulations, or the demands of the Company's firm Customers as the same may affect the Company's ability to provide interruptible service, the Company may experience localized pressure deficiencies. During such times and within the areas affected, the Company will curtail service to interruptible Customers served under Rate Schedule 204, Rate Schedule 208, or Rate Schedule 214, by priority of their margin contribution to the Company (curtailing Customers with the lowest margin rate first) until the pressure situation can be alleviated. In the unlikely event that further interruption is required, the Company will proceed with curtailment by margin contribution considering end use, impact on the local economy, and the Rules and Regulations of the Public Service Commission of South Carolina.

# Supply or Capacity Related Curtailments

In situations when supply and capacity services contracted by the Company are not sufficient to meet the full requirements of Customers desiring sales services from the Company, the Company will first curtail service to interruptible sales Customers receiving service under Rate Schedule 204 or 208 by priority of their margin contribution to the Company. The Company reserves the right at the Company's discretion to purchase quantities being delivered to the Company by Customers under Rate Schedule 214 at market prices in order to serve Customers without operable alternative fuel capability. In the unlikely event that further interruption is required, the Company will proceed with curtailment by margin contribution considering end use, impact on the local economy, and the Rules and Regulations of the Public Service Commission of South Carolina.

#### **Emergency Service**

The Company will make every reasonable effort to deliver plant protection volumes to industrial and commercial Customers that do not have standby fuel systems sufficient to prevent damage to facilities or danger to personnel, or to Customers that find it impossible to continue operations on the Customer's standby or alternate energy source as a result of a bona fide existing or threatened emergency. This includes the protection of such existing material in process that would otherwise be destroyed, or deliveries required to maintain plant production. All emergency gas service is interruptible and is of a discretionary nature on the part of the Company and implies no present or future obligation of the Company to any Customer to provide such service on either a temporary or continuing basis. Deliveries of emergency service hereunder shall be made pursuant only to advance operating arrangements between the Company's authorized personnel and the Customer and shall be subject to curtailment and interruption at any time should the Company deem it necessary.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

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# RATE SCHEDULE 206 SCHEDULE FOR LIMITING AND CURTAILING SERVICE

#### Rate for Emergency Service

If the Company has authorized the Customer to consume limited quantities of emergency gas as provided in the above paragraph, then all gas so consumed by the Customer will be at a rate set forth on the Company's "Rates and Charges" tariff sheet plus the higher of two commodity indices - a "Monthly Contract Price" or a "Daily Price" - for each dekatherm of consumption. "Monthly Contract" shall be defined as the monthly contract index price for the applicable calendar month as first published in Inside F.E.R.C.'s - Gas Market Report in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index", plus Transco's zone 3 to zone 5 IT transportation rate inclusive of all surcharges and fuel. "Daily Price" shall be defined as the daily price for gas defined by Gas Daily as stated in the "Daily Price Survey", "Citygates", "Transco Z6 (non-NY)", "Midpoint" price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily. The Customer's consumption will continue to be billed hereunder until the Company notifies the Customer that either (1) further gas sales may be made under the Customer's regular Rate Schedule or (2) complete curtailment is unavoidable and that further gas sales will be considered unauthorized.

# **Unauthorized Over Run Penalty**

If at any time a Customer fails to discontinue the consumption of gas after being directed to do so by the Company or takes gas at levels in excess of the quantities specified by the Company, such quantities shall constitute an unauthorized over run volume. For each dekatherm of such unauthorized over run volume taken by such Customer, such Customer shall pay to the Company a rate set forth on the Company's "Rates and Charges" tariff sheet plus the higher of two gas commodity indices - a "Monthly Contract Price" or a "Daily Price" as both are defined above.

The Customer's consumption will continue to be unauthorized until the Company notifies the Customer that either (1) further gas sales may be made under the Customer's regular rate schedule or (2) the Company agrees to provide Emergency Service under this Rate Schedule, or (3) the Company terminates flow at the valve.

The Customer shall be liable for the above charges together with and in addition to any incremental charges or assessments (including, but not limited to penalties) by the upstream interstate pipeline during the time of the unauthorized usage by such Customer. The payment of a penalty for unauthorized over run volumes shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run volumes, nor shall such payment be considered as a substitute for any other remedies available to the Company or any other Customer against the offending Customer for failure to adhere to its obligations under the provisions of this Rate Schedule.

Issued by Ware F. Schiefer, Chief Executive Officer

P.S.C.S.C. Tariff

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# RATE SCHEDULE 206 SCHEDULE FOR LIMITING AND CURTAILING SERVICE

# Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

## Late Payment Charge

A late payment charge of one and one-half percent (1½%) per month will be applied to all customers' balances not paid prior to the next month's billing date.

# Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

Issued by Ware F. Schiefer, Chief Executive Officer

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# RATE SCHEDULE 207 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

## **Applicability**

The provisions of this Rate Schedule 207 shall apply to all tariffed transportation services provided by the Company under Rate Schedules 213 and 214, as well as all transportation special contracts, unless expressly provided otherwise therein.

#### Limitations on Intra-month Imbalances

Receipts and deliveries of gas hereunder shall be at uniform rates of flow with no significant fluctuations or imbalances. Customer (or its Agent) is responsible to match daily gas deliveries into the Company's system with daily gas consumption by Customer as closely as possible. Any imbalances shall be corrected by the Customer (or its Agent), insofar as practicable, during the month in which they occur. Customer (or its Agent) is expected to proactively manage intramonth imbalances. Customer (or its Agent) may adjust its daily nominations during a month in order to correct any accumulated imbalance and maintain a monthly balance subject to the operating limitations of the Company. The Company reserves the right to limit the amount of such imbalances to avoid operating problems, comply with balancing requirements of the upstream pipeline(s), and to mitigate the need to acquire additional daily supply at prices that would adversely affect sales customers. The Customer (or its Agent) will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer under this Rate Schedule.

In the event Customer (or its Agent) fails to abide by the requirements set forth above, the Company shall have the right to curtail deliveries to Customer (Customers in a transportation pool operated by a single Agent will be curtailed on a pro rata basis based on nominated quantities) if an imbalance is negative or reducing Customer's nominated quantities if an imbalance is positive. The Customer will be responsible for any imbalance charges assessed by upstream pipeline(s) in connection with any gas transported by the Customer. The Company reserves the right to take other reasonable action to mitigate system operational problems. The Company will use its reasonable efforts to notify the Customer or the Customer's Agent before proceeding with a unilateral nomination reduction or delivery curtailment and will notify Customer of any reduction to Customer's nomination that has been instituted by the Company. The Company reserves the right to initiate Standby Sales Service if elected by the Customer pursuant to Rate Schedule 213 when, in the judgment of the Company, such action is necessary to reduce or eliminate operational problems resulting from the gas imbalances of the Customer. The Company will use reasonable efforts to notify the Customer or the Customers' Agent before initiating Standby Sales Service hereunder.

By 11:30 am Eastern Time on the fifth business day prior to the beginning of each month, the Customer must inform the Company of the nominating Agent for gas to be transported. If no notification to the contrary is provided, the Agent providing service during the prior month shall be deemed to be the nominating Agent by default. By 11:30 am Eastern Time on the fourth business day prior to the beginning of each month, the Customer shall submit a timely and valid nomination for transportation. Changes to nominations for gas transportation within the month are due by 11:30 am Eastern Time on the day prior to gas flow. Company will have no obligation to accommodate intraday nomination changes.

Issued by Thomas E. Skains, Chairman, President and CEO

Issued: June 11, 2009 Docket No. 2009-4-G Effective: September 1, 2009

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# RATE SCHEDULE 207 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

## Balancing On Upstream Pipeline(s)

It shall be the Customer's responsibility to remain in balance on a daily and monthly basis with upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against the Company. If the Company is assessed a penalty by an upstream pipeline, the Company shall have the right to pass-through all such penalties to the Customer or its Agent if the Customer has had an imbalance with the Company during the period for which the penalty was assessed.

# **Monthly Imbalance Resolution**

Any differences between the monthly quantities delivered to the Company's city gate facilities for the account of the Customer, and the monthly quantities consumed by the Customer as metered by the Company, shall be the monthly imbalance. The Percentage of Imbalance is defined as the monthly imbalance divided by the monthly quantities consumed by the customer. Unless the Company and Customer agree to correct imbalances "in kind," the imbalance shall be resolved monthly by "cashing out" the imbalances as they are known to exist at that time. If the Customer consumes more gas than it has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and the Company will sell the amount of the deficiency to the Customer by charging the price as specified below. If the Customer consumes less gas than has been delivered to the Company, the Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus from the Customer by paying the price as specified below.

If the Customer's imbalance is less than or equal to 2% of the total monthly volume consumed, or if the total aggregated imbalance for the Agent is less than or equal to 2% of the total volume consumed by all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long or the price paid by the Customer (or Agent) if the imbalance is short will be the sum of (a) the average of all published indices for the month as published in Natural Gas Week as stated in the "Gas Price Report" table under "Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline" plus (b) the rate under Transcontinental Gas Pipe Line's Rate Schedule IT, including applicable fuel and surcharges, for service from Zone 3 to Zone 5.

If the Customer's Percentage of Imbalance is more than 2%, or if the total aggregated Percentage of Imbalance for the Agent is more than 2% for all of the Agent's Customers in that transportation pool, then the price paid by the Company if the imbalance is long is the lower of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line 2 and 3 deliveries plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5 or the lowest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana — Gulf Coast, Onshore plus applicable fuel and FT variable charges under Transcontinental Gas Pipe Line's Rate Schedule FT for service from Zone 3 to Zone 5. If Customer (or Agent) imbalance is short, then the price paid by the Customer (or Agent) will be the higher of the monthly index price listed in Platts Inside FERC's Gas Market Report for Transcontinental Gas Pipe Line Zone 3 deliveries plus applicable fuel and IT variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5 or the highest weekly index price listed in Natural Gas Week's Gas Price Report "Delivered to Pipeline" for volumes listed under Louisiana — Gulf Coast, Onshore plus applicable fuel and IT

Issued by Thomas E. Skains, Chairman, President and CEO

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## RATE SCHEDULE 207 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

variable charges under Transcontinental Gas Pipe Line's Rate Schedule IT for service from Zone 3 to Zone 5.

If the Percentage of Imbalance for the Customer (or Agent) is "short" by more than 2%, the price paid by the Customer (or Agent) to the Company for each dekatherm of the total deficiency will be equal to the price listed above for short imbalances times the premium percentage corresponding to the percentage of the deficiency listed in the table below.

If the Percentage of Imbalance for the Customer (or Agent) is "long" by more than 2%, the price paid by the Company to the Customer (or Agent) for each dekatherm of the total surplus will be equal to the price listed above for long imbalances times the discount percentage corresponding to the percentage of the surplus listed in the table below.

Percentage of the Imbalance	Short (Premium)	Long (Discount)
Over 2% & equal to or less than 5%	110%	90%
Over 5% & equal to or less than 10%	120%	80%
Over 10% & equal to or less than 15%	130%	70%
Over 15% & equal to or less than 20%	140%	60%
Over 20%	150%	50%

#### **Agency Authorization Form**

Certain Rate Schedules permit a Customer to appoint a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. Customer shall authorize a Customer's Agent by executing an Agency Authorization Form in the form attached to this Rate Schedule. In order to be considered a Customer's Agent, a third party must execute and be in compliance with all of the terms of the Customer Agent Agreement form set forth in Appendix B to the Company's Service Regulations. To the extent that the Agent appointed by the Customer is common to other Customers of the Company, the Company will permit such Agent to aggregate all such qualifying Customers' transportation quantities for purposes of administering service to such Agent. Once a Customer has designated an Agent, the Agent is then authorized to act on behalf of that Customer and as such, the Agent will be considered as the Customer in all corresponding references contained within this Rate Schedule. The Customer may not change Agents within the calendar month without the permission of the Company, unless the Agent's right to conduct business has been suspended by the Company, in which case, the Customer may act without an Agent or may provide written notice to the Company of the new Customer's Agent designated by the Customer. The Company will provide reasonable notice to Customer in the event of any suspension of Customer's Agent and will provide copies to Customer, on an expeditious basis and by electronic or other means, of any formal notices issued to the Customer's Agent. All Agents must utilize the electronic means made available by the Company in order to submit nominations. The Company may recover from the Agent all costs incurred in providing the Agent access to the electronic bulletin board.

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## RATE SCHEDULE 207 BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

Applicable Documents Defining Obligations of the Company and Its Customers

Service under this Rate Schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina (the "Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Commission's Chief Clerk at the Public Service Commission of South Carolina, Koger Executive Center, Saluda Building, 101 Executive Center Drive, Columbia, SC 29210 upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web page at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

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# <u>RATE SCHEDULE 207</u> BALANCING, CASH-OUT, AND AGENCY AUTHORIZATION

## AGENCY AUTHORIZATION FORM

EFFECTIVE DAT	TE			
CUSTOMER		<del></del>		
NAME OF FACII	<u> ITY</u>			
ACCOUNT NUM	BER(S)			
AGENT				
				PHONE #
This is to advise Pi	edmont Natural Gas Compan	y that _		(Customer) has
				alf for the following transactions:
	nations,imbalan			
AMOUNTS DUE RATE SCHEDUT OR AGENT'S CU Customer will p AUTHORIZATIO for the accounts de	ARE RESPONSIBLE, JO PIEDMONT NATURAL LE, PIEDMONT'S NORT USTOMER AGENT AGRI PROVIDENT OF TOWN OF THE PROPERTY	GAS TH CA EEMEN Gas ousiness right to	Y ANI COMPA ROLINA T whic Company days pri	THE AGENT UNDERSTAND O SEVERALLY, FOR ANY ANY ARISING UNDER THIS A SERVICE REGULATIONS, h are not paid on these accounts y with a revised "AGENCY ior to the beginning of the month t business has been suspended by
AUTHORIZED	A	UTHO	RIZED	
SIGNATURE		IGNAT		
FOR THE CUSTO	MER F	OR TH	E AGEN	N I
Please Print				
AGENT'S NAME_		ritle .		
PHONE #		FAX#_		
MAILING ADDR Please submit to:	ESS  End User Transportation Piedmont Natural Gas Com P. O. Box 33068	pany	OR	End User Transportation Fax Number: (704) 364-8320

Issued by Thomas E. Skains, Chairman, President and CEO

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## RATE SCHEDULE 208 NEGOTIATED SERVICE

### Applicability and Character of Service

On occasions, the Company may have gas that it cannot sell or transportation service that it cannot provide pursuant to its rate schedules because its maximum rates are not competitive with alternate fuels or energy sources. On such occasions, a service opportunity is lost to the Company and to its Customers. This Rate Schedule is designed to permit the Company to provide services at negotiated rates.

Gas service under this Rate Schedule is available on a limited term basis to all non-residential Customers in the area served by the Company in the State of South Carolina who receive services under the Company's Rate Schedules 202, 232, 252, 262, 242, 203, 213, 204 or 214. The Company may provide negotiated transportation and sales service to Customers who receive service under Rate Schedule 214 in order to compete with alternate fuels or energy sources. Unless otherwise agreed to by the Company, service under this Rate Schedule is interruptible and the Company has the right to discontinue such service on one hour's notice.

#### Rate

The rate to be charged for gas service pursuant to this Rate Schedule is subject to negotiation between the Customer and the Company.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### Late Payment Charge

A late payment charge of one and a half percent (1 ½%) per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

## Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

Issued by Ware F. Schiefer, Chief Executive Officer Issued: November 1, 2002 Docket No. 2002-63-G Effective: November 1, 2002

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## RATE SCHEDULE 213 LARGE GENERAL TRANSPORTATION SERVICE

### **Availability**

For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may, subject to the consent of the Company, elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 203 by giving written notice to the Company prior to March 1 of any year. The Company will not withhold such consent provided a) the Company continues to offer firm sales service under Rate Schedule 203 and b) the Company is able to acquire firm gas supplies and capacity under commercially reasonable terms and conditions. Proper notice having been provided and written consent received from the Company within 30 days thereafter, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas delivered pursuant to this Rate Schedule shall be metered separately from any gas delivered under any of the Company's other rate schedules.

## Applicability and Character of Service

The Company will redeliver gas received by the Company from upstream connecting pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to Company's operating conditions. The Company reserves the right to suspend transportation service on any day, when in the Company's sole opinion, its operating conditions are such that suspension of service is necessary.

### Balancing, Cash-Out and Agency Authorization

Service Under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 207, "Balancing, Cash-Out, and Agency Authorization."

### Standby Sales Service

The Customer may elect by written notice to the Company prior to March 1 of any year to purchase Standby Sales Service from the Company under this Rate Schedule for an annual period commencing the first June 1 following the notice. Customers that have purchased transportation service under this Rate Schedule without Standby Sales Service may elect such service in future annual periods only with the written consent of the Company received within 30 days of Customer's notice. Having made this election, the Customer may nominate gas supplies from third party providers or nominate gas supplies from the Company for delivery to the Customer at

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## RATE SCHEDULE 213 LARGE GENERAL TRANSPORTATION SERVICE

the Company's city gate. The Customer may activate the Standby Sales Service during any month by giving notice to the Company during the normal nomination process described above, or by default, if the Customer (or the Customer's Agent) fails to submit a timely and valid nomination for transportation service. In addition to paying the Standby Sales Service Charge each month and the Monthly Standby Index Price set forth below for quantities actually purchased hereunder, the Customer will utilize the transportation services and incur the charges otherwise applicable under this Rate Schedule to cause such gas supplies to be transported and delivered to the Customer's meter. The gas supply commodity price which the Customer shall pay for the gas supplied under this paragraph will be the Monthly Standby Index Price defined as follows:

The index price each month as first published in that month in <u>Inside FERC's - Gas Market Report</u> in the table titled "Prices of Spot Gas Delivered to Pipelines" under the heading "Transcontinental Gas Pipe Line Corp. - Zone 3 (pooling points)" in the column titled "Index". Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's Zone 3 to Zone 5 will be added to the above index price.

If the Customer has made the annual election to receive Standby Sales Service, and the Customer (or Agent) properly submits a timely and valid nomination for transportation service, and, for whatever reason, the Customer (or Agent) fails to deliver to the Company adequate quantities of gas for the Customer's account, then the Company shall have the right, at its sole discretion, to initiate Standby Sales Service to the Customer. The price for such service shall be the same as set forth above except when the Company is required by such imbalance shortfall to purchase incremental volumes of gas supplies. In this case the Customer receiving Standby Sales Service will pay the higher of (on a daily basis) the Monthly Standby Index Price or the Daily Standby Index Price defined as the absolute high index price as published in Gas Daily for the day of consumption as stated in the "Daily Price Survey," "Louisiana - Onshore South," for "Transco, St. 65" in the column titled "Absolute." Applicable firm transportation part 284 tariff commodity charges, fuel and any other surcharges as defined in Transco's FERC approved tariffs from Transco's Zone 3 to Zone 5 will be added to the above index price. For days of consumption when the Gas Daily is not published, the Gas Daily price shall equal the price as published on the nearest subsequent day by Gas Daily.

The Customer shall also pay all applicable taxes, fees and assessments levied by governmental authorities having jurisdiction.

During the month that the Customer receives Standby Sales Service under this provision, the Company shall perform the necessary balancing activities related to such sales and therefore the monthly imbalance resolution provisions will not be applicable.

Gas cost variances related to the Standby Sales Service will be recorded in compliance with the Company's South Carolina Service Regulations Appendix A, Gas Cost Recovery Mechanism (the

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## RATE SCHEDULE 213 LARGE GENERAL TRANSPORTATION SERVICE

"GCRM"), except that the "benchmark" cost of gas will be the adjusted Monthly or Daily Standby index price as billed. Increments or decrements which may result from the procedures under the GCRM shall not apply to Standby Sales Service. Any increments or decrements applicable to Rate Schedule 213 shall be applicable to all quantities delivered under Rate Schedule 213, whether purchased from third parties or the Company as Standby Sales Service.

#### Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### **Billing Demand**

A Customer's billing demand determinant shall be the highest daily usage during the period from November 1 to March 31 of the previous winter period as metered and reported to the Company by the telemetering equipment installed by the Company. Changes to the Customer's billing demand determinant will become effective June 1 of each year.

For Customers commencing initial gas service under this Rate Schedule, the billing demand shall be the highest actual daily consumption to date during the partial year, but shall be a minimum of 500 therms. If a Customer has received gas service from the Company prior to receiving service under this Rate Schedule but does not have daily telemetered records to determine peak day usage as described above, the Company shall use 6% of that Customer's highest previous winter month's consumption for the billing demand determinate.

## Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer. Any adjustment to the quantity of gas delivered due to meter failure or inaccuracy of measurement shall be determined as approved in the Rules and Regulations of the Public Service Commission of South Carolina.

#### Payment of Bills

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

### **Late Payment Charge**

A late payment charge of one and a half percent (1½%) per month will be applied to all balances not paid prior to the next month's billing date.

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## RATE SCHEDULE 213 LARGE GENERAL TRANSPORTATION SERVICE

### Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

## Applicable Documents Defining Obligations of the Company and Its Customers

Service under this Rate Schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina (the "Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Commission's Chief Clerk at the Public Service Commission of South Carolina, Koger Executive Center, Saluda Building, 101 Executive Center Drive, Columbia, SC 29210 upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web page at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

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## RATE SCHEDULE 214 INTERRUPTIBLE TRANSPORTATION SERVICE

#### **Availability**

For new Customers, gas service under this Rate Schedule is available in the area served by the Company in the State of South Carolina on an interruptible basis to any full requirements non-residential Customer whose average daily gas usage is reasonably anticipated to equal or exceed 50 dekatherms per day.

Reclassification of Customers between rate schedules will be based upon procedures set forth in the Company's Service Regulations as approved by the Public Service Commission of South Carolina (the "Commission").

Once a qualified Customer elects service under this Rate Schedule, all services will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. Subject to the requirements set forth above, a Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule 204 by giving written notice to the Company prior to April 1 of any year. Proper notice having been provided, the Customer shall discontinue service under this Rate Schedule effective the first June 1 following the notice.

All gas received pursuant to this Rate Schedule shall be metered separately from any gas received under any of the Company's other rate schedules.

## Standby Alternate Fuel Capability

Customers purchasing gas pursuant to this Rate Schedule shall maintain, in <u>useable</u> condition, alternate fuel facilities with ample on-site alternate fuel capability for supplying 100% of the establishment's gas requirements during periods of gas interruption or curtailment. Such interruption or curtailment shall be immediately effective upon verbal or written notification by the Company and Customer shall refrain from using gas until permitted to do so by the Company. It is understood and agreed that the Company will have the right to suspend gas service without further notice to the Customer in the event Customer fails to curtail Customer's use of gas in accordance with the Company's notice of curtailment.

### **Applicability and Character of Service**

The Company will redeliver gas received by the Company from upstream pipeline(s) for the Customer's account under this Rate Schedule in accordance with the Customer's scheduled and confirmed nominations and subject to the Company's operational conditions. The Company reserves the right to suspend service on any day, when in the Company's sole opinion; its operating conditions are such that suspension of service is necessary.

## Balancing, Cash-Out and Agency Authorization

Service Under this Rate Schedule shall be subject to all of the provisions and requirements of Rate Schedule 207, "Balancing, Cash-Out, and Agency Authorization."

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## RATE SCHEDULE 214 INTERRUPTIBLE TRANSPORTATION SERVICE

#### Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Commission and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### Volumetric Charges

The rate per therm shall be billed on the quantity of gas delivered by Company to Customer. Any adjustment to the quantity of gas delivered due to meter failure or inaccuracy of measurement shall be determined as approved in the Rule and Regulations of the Public Service Commission of South Carolina.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### **Late Payment Charge**

A late payment charge of one and a half percent (1 ½%) per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206, "Schedule for Limiting and Curtailing Service."

## Applicable Documents Defining Obligations of the Company and Its Customers

Service under this Rate Schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina (the "Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of force majeure and operating conditions. A copy of the Commission's Rules may be obtained from the Commission's Chief Clerk at the Public Service Commission of South Carolina, Koger Executive Center, Saluda Building, 101 Executive Center Drive, Columbia, SC 29210 upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web page at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

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Piedmont Natural Gas Company, Inc.

#### RATE SCHEDULE 242 SMALL GENERAL SERVICE – MOTOR FUEL

#### **Applicability**

Gas service under this rate schedule shall be separately metered and is available in the area served by the Company in the State of South Carolina to customers for the consumption and/or resale of compressed natural gas as a motor fuel.

Gas service under this Rate Schedule shall be metered at the Customer's Premises, or at the Company's Premises for purposes of providing public access to compressed natural gas filling stations.

#### Rates and Charges

The rates to be charged for gas service pursuant to this Rate Schedule are set forth on the Company's "Rates and Charges" tariff sheet and may be viewed at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>. A copy of the "Rates and Charges" tariff sheet is also on file with the Public Service Commission of South Carolina (the "Commission") and at each of the district offices of the Company. Rates are subject to adjustment from time to time with the approval of the Commission. The rates on file with the Commission shall prevail in the event of conflict with those rates viewed on the Company's Web Site.

#### Highway Use Tax

The rates reflected on the Company's "Rates and Charges" tariff sheet do not include applicable Federal, State and/or local highway motor fuel use taxes and fees. Bills rendered under this rate schedule will include such taxes and fees.

### **Payment of Bills**

Bills are net and due upon receipt. Bills rendered for service provided at the Customer's Premises become past due 15 days after bill date. Bills rendered for service provided at the Company's Premises shall be paid at the time of service with a valid credit or debit card accepted by the Company.

### **Late Payment Charge**

For service provided at the Customer's Premises, a late payment charge of 1½% per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained with Rate Schedule 206, "Schedule for Limiting and Curtailing Service".

## Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including

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events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at <a href="https://www.piedmontng.com">www.piedmontng.com</a>.

Issued by Thomas E. Skains, Chairman, President and CEO Issued to comply with authority granted by The Public Service Commission of South Carolina Docket No. 2010-333-G

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- 1. <u>Foreword</u>. Piedmont Natural Gas Company, Inc. (the "Company") is a natural gas distribution company and is engaged in the business of selling and transporting natural gas for various customers. The purpose of these Service Regulations is to set forth the respective obligations of the Company and its South Carolina customers.
- 2. <u>Definitions</u>. As used in these Service Regulations, the following terms shall have the meanings assigned below:
  - (a) The "Commission" shall mean the Public Service Commission of South Carolina, which regulates gas utilities operating within the State of South Carolina.
  - (b) The "Company" shall mean Piedmont Natural Gas Company, Inc.
  - (c) "Customer" shall mean any person, firm, association, or corporation, or any agency of the Federal, State or local government receiving gas service from the Company.
  - (d) "Dekatherm" is the basic energy unit purchased by the Company and shall mean the unit of energy equivalent to 1,000,000 BTU.
  - "Force Majeure" shall mean acts of God, extreme weather conditions, (e) strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakages or accidents to machinery, lines of pipe or the Company's peak shaving plants, freezing of wells or lines of pipe, partial or complete curtailment of deliveries to the Company by its suppliers, reduction in gas pressure by its suppliers, inability to obtain rights-of-way or permits or materials, equipment or supplies for use in the Company's peak shaving plants, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Company and which by the exercise off due diligence the Company is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Company, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Company.
  - (f) "Gas" shall mean undiluted natural gas, or a substitute for or mixture thereof, as delivered by the Company.

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- (g) Gas Service Line" shall mean the pipe that runs between a main or a pipeline and a Customer's meter.
- (h) "Main" shall mean a gas pipe, owned, operated or maintained by the Company, which is used for the purpose of transmission or distribution of gas, but does not include "Gas Service Line".
- (i) "Margin" for curtailment purposes shall mean the filed tariff rate per unit of gas or negotiated rate per unit of gas for a Customer, less the per unit cost of gas, where applicable, as determined in the Company's last general rate case or Purchased Gas Adjustment proceeding, adjusted for any temporary decrements or increments in the filed tariff rate.
- (j) "Meter", without other qualification, shall mean any device, or instrument which is used by the Company in measuring a quantity of gas.
- (k) "Meter assembly" shall mean Company's meters, regulator, piping, valves, vents, relief valves, gauges and/or other apparatus required to meter and control flow or pressure of gas.
- (l) "Operating Conditions" shall mean any modification, test or scheduled or unscheduled repair to the Company's distribution system which in the Company's discretion is necessary to maintain the integrity of the Company's distribution system or to provide for the safety of the Company or the public.
- (m) "Premise(s)" shall mean a piece of land or real estate, including buildings and other appurtenances thereon.
- (n) "Therm" is the basic billing unit of the Company and shall mean the unit of energy equivalent to 100,000 BTU.
- (o) "Transportation" shall mean the receipt of natural gas supplies that have been arranged by the Customer for delivery to the Company's city gate and the redelivery of such natural gas supplies to the Customer's premise.
- 3. Applicable Documents Defining Obligations of the Company and its Customers. The obligations of the Company to provide service and the obligations of the customer upon receipt of service are set forth in (a) the applicable statutes as set forth in Section 58 of the Code of Laws of South Carolina, (b) the applicable Rules and Regulations of the Commission, (c) the applicable rate schedule(s), (d) these Service Regulations and (e) any written application or other document executed by the Company and the customer pertaining to such service. Copies of these documents described in (b)-(e) above are

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available for inspection at each of the district offices of the Company. Upon request of any customer, the Company will provide the customer with a copy of the applicable rate schedule(s), these Service Regulations and any written application for service or other documents executed by the Company and the customer pertaining to such service. No promise, statement or representation by an employee or agent of the Company or by any other person shall bind the Company to provide service or to change the terms and conditions upon which service will be rendered unless the same is in writing and is executed by an authorized representative of the Company. In no event shall the customer be relieved from its obligation to pay in full the amount due for service received from the Company by the customer. In the event there is a conflict between these Service Regulations and the provision of the applicable currently effective rate schedule, the provisions of the rate schedule shall govern.

- 4. <u>Delivery Pressure</u>. The Company will provide to residential Customers a delivery pressure of either 7 inches water column (approximately 1/4 psig) or 2 psig. Commercial and Industrial Customers can be provided a delivery pressure of up to 5 psig. Delivery pressures of higher than 5 psig will be considered only if 1) requested in writing 2) justified by requirements of the fuel burning equipment. Documentation of such requirements must also be provided. Approval will be conditioned on the Company's distribution system pressure availability. Exceptions are subject to the approval of the Company.
- 5. Applicable Documents Subject to Change. All of the documents defining the obligations of the Company to provide service and the obligations of the customer upon the receipt of service are subject to change from time to time upon approval of the Commission and by other duly constituted governmental authorities. The Company does not undertake to advise any customer of any such change except as may be required by the Commission or other duly constituted governmental authority.
- 6. <u>Non-Waiver</u>. The failure of the Company to enforce any provision of any applicable documents defining the obligations of the Company and its customers shall not be deemed to be a continuing waiver of such provisions for any customer or a waiver of any other provision of any of the applicable documents.
- 7. Application for Initial Service. The Company shall not be required to supply service to any customer unless and until the customer has executed an application for service which, among other things, contains the date of the application, the name of the applicant, the location of the premises for which service is requested, the type of service applied for and estimated gas consumption. The Company may, at its sole option, waive the requirement for a written application, in which event the obligations of the Company to provide service and the obligations of the customer upon receipt of service shall be

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controlled by the other applicable documents defining the obligations of the Company and its customers.

- 8. Application to Increase Gas Load. Residential customers receiving gas service from the Company will be permitted to increase their residential gas loads at the same premises without application to the Company. All other customers shall make application to the Company before increasing their gas load and before changing the purpose for which they use gas. The application will contain, among other things, the date of the application, the name of the applicant, the location of the premises for which service is requested, the type service applied for and estimated monthly gas consumption. If, in the Company's opinion, the Company has the capability to provide the additional or changed gas service without interfering with the Company's ability to provide service to its other customers, the Company will permit the customer to increase its load or to change the purpose for which it uses gas.
- 9. <u>Non-Assignability of Right to Service</u>. Any rights which accrue to the customer under any of the applicable documents defining the obligations of the Company and its customers are personal and may not be transferred or assigned without the written consent of the Company.
- 10. <u>Vacated Premises</u>. The customer will notify the Company before quitting or vacating the premises served and will pay upon presentation all bills due the Company.
- 11. Right-of-Way. The customer shall at all times furnish the Company a satisfactory and lawful right-of-way, at no cost to the Company, over the customer's premises for the Company's mains, services, and apparatus necessary or incidental to the furnishing of service. The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Company shall not be liable to the customer for any failure to deliver service because of the Company's inability to secure or retain such rights-of-way, privileges, franchises or permits.
- 12. Access to Customer's Premises. The Company shall at all reasonable times have the right of ingress to and egress from the premises of the customer for any and all purposes connected with the provision of service. The Company shall have the right, at its option and at its own expense, to place demand meters, pressure gauges, or other instruments on the premises of the customer for billing, testing, or other purposes with respect to the customer's service.
- 13. <u>Installation and Maintenance of Facilities</u>. The Company will install and maintain the necessary mains, gas service lines, valves, regulators, meters, over-pressure devices, indexes, gauges, and/or other equipment or facilities required to provide service. All

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facilities from the point of connection at the outlet of the meter assembly shall be installed and maintained by and at the expense of the customer. The Company may specify the content and pressure of the gas to be furnished, the location of the meter and the point where the service connection shall be made.

- 14. Service Line Policy. The facilities to be installed by the Company in accordance with the foregoing paragraph will be at no cost to the Residential Customer if (1) at a minimum the Customer will be installing central gas heating, (2) the gas service line extends along the route selected by the Company and (3) the gas service line is no more than 100 feet. In the event that the above conditions are not met, the service rendered to the Customer must provide a reasonable return to the Company. If the Customer wishes the facilities to be constructed along a route other than the route selected by the Company and/or if the gas service line is more than 100 feet and/or the service to be rendered to the Customer will not produce a reasonable return to the Company, the Company may require the Customer to pay the excess cost of constructing the facilities along the alternate route or in excess of 100 feet and/or to make a contribution which will permit the Company to earn a reasonable return.
- 15. Relocation of Facilities. After a service connection has been made, it may be relocated on the customer's premises by the Company upon request of the customer, but the customer must bear the expense of the relocation, and the relocation will not be made where it will interfere with or jeopardize the Company's service either to the customer desiring the change or to any other customer or customers. The customer must also agree to change the location of the right-of-way and to bear the expense of the change. In no event, however, will the Company be required to relocate facilities if the relocation would interfere with or jeopardize the Company's service, either to the customer requesting the change or to any other customer or customers. All privileges of the Company incident to the original location shall apply to the new location.
- 16. <u>Title to the Facilities</u>. The title to all facilities including mains, gas service lines, meters and accessory equipment up to and including the outlet of the meter assembly shall be vested in the Company, notwithstanding any charge which may be made to the customer for extending service.

### 17. Responsibility Beyond Delivery Point.

(a) Before installing gas pipes or appurtenant facilities and before purchasing gas equipment, the customer shall give the Company notice, and shall ascertain the character of service available at such premise. The Company may specify the content and pressure of gas to be furnished, consistent with Commission rules.

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- (b) Before permitting the initial use of gas at any location, a certificate of inspections and tests of customer owned piping shall be furnished the Company by the customer or by the local inspecting authority.
- (c) All piping and equipment installed by or on behalf of the customer must by installed and maintained in accordance with the requirements of the local, county, state, and federal authorities, and the customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection of the meter assembly with the facilities of the Company.
- (d) If the customer's equipment might create either a vacuum or a back pressure, a device must be installed and maintained by the customer to protect the Company's facilities.
- (e) Equipment which will operate in one locality may be useless in another due to difference in gas pressure or content; therefore, before piping a premises or purchasing equipment, the customer shall give the Company notice, and shall ascertain the character of service available at such premises.
- (f) The Company is merely a furnisher of gas at the point where it passes from the Company's mains and services to the piping of the customer, and the Company shall not be responsible for any damage or injury to the buildings or other property of the customer due to gas installations, defective equipment, or other causes not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use, or control of gas beyond the delivery point, and the Company shall not be liable for any damage or injury to any person or property whatsoever, or for the death of any person or persons arising, accruing, or resulting in any manner from the receiving or use of gas.
- 18. Interference with Company Property. The customer shall not interfere with or alter the Company's meters or other property or permit the same to be done by any person other than the Company's authorized agents or employees. Damages caused or permitted by the customer to said property shall be paid for by the customer. South Carolina law makes it unlawful to alter, tamper with or by-pass a gas meter. This law provides for fines and/or imprisonment at the discretion of the court for this offense. In addition, this statute provides for recovery in a civil action by the Company for losses and damages sustained.

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- 19. Excavation in Proximity of Company's Facilities. The customer shall inform the Company of planned excavation activities in the proximity of the Company's facilities by calling the toll free number 1-800-922-0983 at least 72 hours in advance of the planned excavation activities. The customer will notify the Company prior to any additions or changes in his or her facilities which will extend over, under, or in close proximity to the Company's facilities.
- 20. <u>Prohibition Against Resale of Gas</u>. Gas is sold and delivered upon the express condition that the customer shall not directly sell or resell, assign, or otherwise dispose of gas, or any part thereof, to any person, firm, or corporation, except where service is supplied under a rate schedule specifically providing for resale. Under no circumstances will the Company supply gas for resale in competition with the Company.
- 21. <u>Curtailment or Interruption of Service</u>. In the event of a curtailment or interruption of service, the Company shall use all reasonable diligence to remove the cause or causes thereof, but the Company shall not be liable for any loss or damage resulting from such curtailment or interruption due to accidents, force majeure, extreme weather conditions, operating conditions or causes beyond its control.
- 22. Action to Maintain System Integrity. When the Company in its discretion determines that it is necessary to curtail service to maintain the integrity of its distribution system or to provide for its or the public's safety, the Company shall have the right to curtail delivery of gas to any customer.
- 23. <u>Discontinuance of Service</u>. The Company, subject to the rules of the Commission, shall have the right to suspend or discontinue its service for (a) repairs or other necessary work on its mains or systems, (b) for nonpayment of bill in accordance with the R103-452 of the Commission's Rules and Regulations, as the same may be amended from time to time, and (c) for any of the following reasons:
  - (a) For any misrepresentation as to the identity of the customer making the application for service.
  - (b) For violation by the customer of any terms or conditions of the documents defining the obligations of the Company to provide service and the obligations of the customer upon the receipt of service.
  - (c) For the reason that the customer's use of the Company's service is detrimental to the service of other customers.
  - (d) For the reason that the customer's use of the Company's service conflicts with or violates orders, ordinances or laws of the State of South Carolina, or any subdivision thereof, or of the Commission or of any

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other governmental agency having jurisdiction over the Company or the customer.

- (e) For the reason that piping, equipment, appliance or device is installed or in use on the customer's premises which permits the gas to be used without passing through the Company's meter, or which prevents or interferes with the accurate measuring of the gas by the Company's meter other than when such gas use is authorized under a non-metered rate schedule.
- (f) For failure of the customer to make, restore, or increase his or her deposit as required.
- (g) In the event of a condition determined by the Company to be hazardous.
- (h) In the event of tampering with the equipment furnished and owned by the Company.

Where the service has been discontinued for any reason except for the failure to pay for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family of the former customer, or who resided on said premises until the reason for discontinuance has been resolved. The Company may require reasonable proof of identity of the applicant of service.

- 24. <u>Removal of Equipment</u>. In the event of such discontinuation of service, the Company may enter the premises of the customer at any reasonable time and remove the Company's meters, apparatus, appliances, fixtures or other property.
- 25. Non-Waiver of Default. Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.
- 26. <u>Establishment of Credit by Customer</u>. The Company may require an applicant for service to satisfactorily establish credit pursuant to R103-431 of the Commission's Rules and Regulations.
- 27. <u>Deposits</u>. Pursuant to R103-431 of the Commission's Rules and Regulations the Company may require from any customer or from any prospective customer, a cash deposit intended to guarantee payment of bills for service. Interest paid on deposit and

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deposit retention will be in accordance with R103-433 and R103-436 of the Commission's Rules and Regulations.

### 28. Billing Procedure.

- (a) Meters will be read and bills rendered monthly on a cycle basis of not less than 28 days nor more than 34 days. All bills are due and payable at the office of the Company during regular business hours when rendered and become past due after twenty-five (25) days in the case of residential customers and fifteen (15) days in the case of customers other than residential, from the date the bill is rendered.
- (b) A late payment charge of one and one-half percent (1½%) per month will be applied to all customers' balances not paid within twenty-five (25) days from the billing date.
- (c) The Company will endeavor to deliver to the Customer a monthly bill of the amount due to the Company by mailing said bill by first-class mail to the mailing address furnished by the Customer or, at the Customer's election, by sending the bill electronically by way of computer internet connection. Failure to receive a bill will not entitle the Customer to any extension of time for payment beyond the past due date.
- (d) Where a meter for any reason is not read at the regular reading date, the Company may estimate the amount of service used by referring to the Customer's consumption for a similar prior period. To the extent practicable, the Company will avoid sending a Customer two successive estimated bills; however, in cases of force majeure, as defined under Section 2(e) <u>Definitions</u>, bill estimates may be permitted for two successive billing periods, or greater. The Company will bill the Customer on the basis of the estimated use and will make any necessary adjustments when the meter is next read.
- (e) No claim or demand which the customer may have against the Company shall be offset or counterclaimed against the payment of any sum of money due the Company by the customer for services rendered, and all such sums shall be paid in accordance with the agreement regardless of such claim or demand.
- 29. Adjustment of Bills Due to Failure or Inaccuracy of Meter. Bills which are incorrect due to meter or billing errors will be adjusted as provided in R103-440 of the Commission's Rules and Regulations. Transportation Customers requiring adjustment to their bills for meter or billing errors shall be adjusted in accordance with R103-440 of the Commission's Rules and Regulations except for the commodity portion which shall be cashed out in accordance with Rate Schedule 207.

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- 30. <u>Returned Check Charge</u>. Where the customer makes payment for service by check which is not honored or paid by the bank, full payment will immediately be due and payable, and the Commission approved handling charge will be made.
- 31. <u>Curtailment of Service</u>. It is contemplated that the Company will from time to time find it necessary to curtail gas service to those customers who purchase gas from the Company under interruptible rate schedules. In addition, unavailability of gas supplies, requirements of public safety or other factors beyond the control of the Company may make curtailment of any customer necessary. In all such events, to the extent practicable, the Company will curtail those customers paying the least margin per dekatherm first. If it is necessary or interrupt some but not all of the customers paying the same margin per dekatherm, then, to the extent practicable, service shall be curtailed to the customers paying the same margin per dekatherm on a pro rata basis.
- 32. Reconnection Fees. When service has been discontinued at the request of the Customer or a member of a Customer's family residing at the same residence, or for nonpayment of bills, and if reconnection is requested by the same Customer or a member of such Customer's family residing at the same residence, on the same premises within one year after date of discontinuance, the Commission-approved Reconnection Fees will be charged.
- 33. <u>Applicable Rate Schedules</u>. The Company will at all times have current rate schedules on file with the Commission. The rates contained in these rate schedules are subject to change from time to time as permitted by Commission.
- 34. <u>Residential Rate Service Classification</u>. Residential rate service classification under the Company's Rate Schedules 201 and 221 shall be based on the following criteria:
  - A. Definitions: As used in residential rate service classification, the following terms shall have the meanings assigned below:
    - (1) "Residential Base Load Period" shall mean the cycle billing months of July and August.
    - (2) "Base Load Usage" shall mean the amount of natural gas used by a customer as reflected by the Company's invoices for that Customer during the cycle billing months of July and August.
  - B. Procedure:

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Step 1. During the month of September of each year, the Company will determine for each customer served under Rate Schedules 201 and 221 the customer's Base Load Usage during each month of the Company's Residential Base Load Period.

Step 2. A Rate Schedule 201 Customer whose base load usage during each month of the Residential Base Load Periods of the most recent two years is less than 15 therms will be transferred to Rate Schedule 221. A Rate Schedule 221 Customer whose base load usage is equal to or greater than 15 therms in either month of the Residential Base Load Period of the most recent past year will be transferred to Rate Schedule 201.

All changes in rate classification under this section shall be effective on the first day of November following the most recent Residential Base Load Period.

### C. Exceptions:

- (1) New Customers will be assigned a Residential Rate Classification according to their reasonably anticipated base load usage associated with the type and number of appliances installed at the customer's premise prior to the gas meter being set and turned on.
- (2) Existing Customers currently being billed under Rate Schedule 221 who add a piece of natural gas equipment that will clearly increase the Customer's base load usage to a level that will qualify that Customer for Rate Schedule 201 may, upon notification to the Company and subject to verification by the Company, be transferred to the new Rate Schedule prior to November 1.
- 35. <u>Commercial Rate Service Classification.</u> Commercial Rate Service Classification under the Company's Rate Schedules 202, 232, 252 and 262 shall be based on the following criteria:
  - A. Definitions: As used in Commercial Rate Service Classification, the following terms shall have the meanings assigned below:
    - (1) "Annual Review Period" shall mean the twelve (12) months ended on December 31 of each year.
    - (2) "Actual Annual Usage" shall mean the actual natural gas volumes consumed by the Customer during the Annual Review Period as

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reflected on the Company's invoices for the Customer.

- (3) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average daily usage that must be maintained in order to receive service under a rate schedule. The classification usage for Rate Schedule 202 and Rate Schedule 232 shall be less than an average of 20 dekatherms per day. The classification usage for Rate Schedule 252 and Rate Schedule 262 shall equal or exceed an average of 20 dekatherms per day but be less than an average of 50 dekatherms per day.
- (4) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Annual Review Period where curtailment of the Customer's natural gas service was imposed by the Company's decision to curtail.
- (5) <u>"Service Days"</u> shall mean 365 days less the number of Involuntary Curtailment Days.
- (6) "Average Daily Usage" shall be the Customer's Actual Annual Usage divided by the number of Service Days within the Annual Review Period.
- (7) "Summer Load Percentage" (SLP) shall mean the percentage of the Customer's Actual Annual Usage that occurs during the seven (7) month summer period of April through October in a given calendar year.

#### B. Procedures:

- (1) At the conclusion of the Annual Review Period of each year and prior to June 1<sup>st</sup> of the ensuing year, the Company will determine for each customer served under Rate Schedule 202, Rate Schedule 232, Rate Schedule 252, and Rate Schedule 262 that Customer's Average Daily Usage and their SLP.
- (2) Those customers currently receiving service under Rate Schedule 202 or Rate Schedule 232 whose Average Daily Usage is equal to or exceeds 20 Dekatherms a day, will be transferred to Rate Schedule 252 or Rate Schedule 262 as applicable, effective on the first day of June following the most recent Annual Review Period.

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- (3) Those customers currently receiving service under Rate Schedule 202 whose Average Daily Usage is less than 20 Dekatherms a day but whose SLP is greater than 30% will be transferred to Rate Schedule 232 effective the first day of June following the most recent Annual Review Period.
- (4) Those customers currently receiving service under Rate Schedule 232 whose Average Daily Usage is less than 20 Dekatherms a day but whose SLP in each of the most recent two (2) Annual Review Periods is equal to or less than 30% will be transferred to Rate Schedule 202 effective the first day of June following the most recent Annual Review Period.
- (5) Those customers currently receiving service under Rate Schedule 252 or Rate Schedule 262 whose Average Daily Usage in each of the most recent two (2) Annual Review Periods is less than 20 Dekatherms a day, will be transferred to Rate Schedule 202 or Rate Schedule 232 as applicable, effective on the first day of June following the second, and most recent, Annual Review Period.
- (6) Those customers currently receiving service under Rate Schedule 252 whose Average Daily Usage is equal to or greater than 20 Dekatherms a day but whose SLP exceeds 30% will be transferred to Rate Schedule 262 effective the first day of June following the most recent Annual Review Period.
- (7) Those customers currently receiving service under Rate Schedule 262 whose Average Daily Usage is equal to or greater than 20 Dekatherms a day but whose SLP in each of the most recent two (2) Annual Review Periods is equal to or less than 30% will be transferred to Rate Schedule 252 effective the first day of June following the most recent Annual Review Period.
- (8) Those customers currently receiving service under Rate Schedule 202, 232, 252, or 262 whose Average Daily Usage in each of the most recent two (2) Annual Review Periods is equal to or greater than 110% of 50 dekatherms per day will be transferred to Rate Schedule 203, 204, 213, or 214 as applicable.
- C. Exceptions: If a customer currently being billed under Rate Schedule 202 or Rate Schedule 232 adds natural gas equipment that increases the Customer's Average Daily Usage to the point where the customer will

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qualify for Rate Schedule 252 or Rate Schedule 262, the Company may, upon notification from the Customer and subject to installation verification by the Company, transfer the Customer to the new Rate Schedule prior to June 1 of that year.

- 36. <u>Industrial Rate Service Classification</u>. Rate service classification under the Company's Rate Schedules, 203, 204, 213 and 214 shall be based on the following criteria:
  - A. Definitions: As used in rate service classification, the following terms shall have the meanings assigned below:
    - (1) "Actual Annual Usage" shall mean the actual natural gas volumes sold or transported for the Customer by the Company as reflected on the Company's bills for that Customer.
    - (2) "Average Dekatherm per Day" shall mean the Actual Annual Usage of a Customer divided by the number of Service Days within the Review Period.
    - (3) "Classification Usage" shall mean the usage criteria that establishes the minimum and/or maximum average usage that must be maintained in order to receive service under any rate schedule. For existing Customers, the classification usage for Rate Schedule 202 shall not exceed an average usage of 50 dekatherms per day. For existing Customers, the classification usage for Rate Schedules 203, 204, 213 and 214 shall exceed an average usage of 50 dekatherms per day.
    - (4) "Involuntary Curtailment Days" shall mean those days or portions of days in a given Review Period where curtailment of the Customer's natural gas service was imposed by the Company's decision to curtail.
    - (5) "Review Period" shall mean the twelve (12) months ended on December 31, or the regularly scheduled meter reading nearest December 31.
    - (6) "Service Days" shall mean 365 days less the number of Involuntary Curtailment Days plus the number of days that Customer consumed an alternative fuel to natural gas.

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#### B. Procedure:

Step 1. During January and February of each year, the Company will determine for each Customer served under Rate Schedules, 203, 204, 213 and 214 the Customer's Average Dekatherm per Day usage for each of the two most recent Review Periods.

Step 2. A Rate Schedule 202, 232, 252 or 262 Customer whose usage is 110% of the 50 dekatherms threshold in the two most recent Review periods will be transferred to Rate Schedule 203, 204, 213 or 214, as applicable. A Rate Schedule 203, 204, 213 or 214 Customer whose usage is equal to or less than 90% of the 50 dekatherms threshold in both of the most recent two Review Periods will be transferred to the appropriate Medium General Service Rate Schedule. Customers receiving service under Rate Schedules 203 or 204 shall be eligible to elect transportation service to be effective with the rate reclassification.

All changes in rate classification under this section shall be effective on the first day of June following the review.

- Step 3. Customers who are reclassified shall be notified of the change in rate schedule, and receive a copy of the tariff sheets applicable to his old and new rate schedules at least 21 days prior to the effective date of the change.
- C. Exceptions: If a Customer adds or retires a major piece of gasburning equipment, changes the hours of operations or otherwise materially alters the Customer's business that will clearly increase, or decrease, the Customer's consumption on an ongoing basis to a level that will change the Customer's ability to qualify the Customer for a particular rate schedule, the Customer shall report such changes to the Company and afford the Company an opportunity to inspect the change in equipment and to meet with the Customer to review and discuss the anticipated future level of consumption. If, after such inspection and meeting, the Company is satisfied that reclassification is appropriate, the reclassification will occur within two months after the new equipment is in place and operational, or the retirement is completed, and the first meter reading reflects the higher anticipated usage resulting from the new equipment or the lower anticipated usage resulting from the Any reclassification pursuant to this paragraph is retirement.

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subject to correction if actual experience so warrants. If the reclassification results in qualification for service under Rate 203 or 204, the Customer shall provide an election form one week prior to reclassification if a transportation election is desired. Otherwise, service will be provided under Rate Schedule 203 or 204, dependent upon rate qualification.

- D. Requirements: Upon reclassification from Rate 202, 232, 252 or 262 to either Rate 203, 204, 213, or 214, Customer will be responsible for installing and maintaining, at the Customer's expense, a dedicated 110v electrical service in a location suitable to provide electrical service for the Company's telemetering equipment.
- 37. <u>Limitation on Liability for Rendering Service on an Incorrect Rate Schedule.</u> If it is determined that a customer has been placed on an incorrect rate schedule, the customer shall be placed immediately on the correct rate schedule and the customer's bill shall be adjusted for such period (not to exceed 6 months) that the customer was on the incorrect rate schedule. The customer and/or Company shall have 90 days in which to pay any such adjustment. Except as herein provided, neither The Company nor the customer shall have any liability to the other party with respect to the purchase and/or sale of gas under an incorrect rate schedule.
- 38. <u>Agency Authorization</u>. Certain Rate Schedules permit Customer to authorize a Customer's Agent to act on its behalf with respect to nominations, imbalance resolution, and/or billing. In order to be considered a Customer's agent, the agent must execute and be in compliance with all the terms of the Customer Agent Agreement form.

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#### APPENDIX A

S.C.P.S.C.

#### GAS COSTS RECOVERY MECHANISM

Page 1 of 4

1. **Definitions.** The following definitions shall apply:

"Benchmark Commodity Cost of Gas" shall mean the Company's estimate of the City Gate Delivered Cost of Gas for long-term gas supplies, excluding Demand Charges. The Benchmark Commodity Cost of Gas may be amended from time to time by the Company as provided for in this Gas Costs Recovery Mechanism (GCRM).

"City Gate Delivered Cost of Gas" shall mean the total delivered cost of gas to the Company at its city gate, including, but not limited to all commodity charges, demand charges, peaking charges, cost of propane, cost of LNG liquefaction/vaporization, surcharges, emergency gas purchases, over-run charges, capacity charges, customer charges, standby charges, reservation fees, gas inventory charges, minimum bill charges, minimum take charges, take-or-pay charges, take-and-pay charges, storage charges, service fees and transportation charges and any other charges of any kind whatsoever which are incurred by the Company in connection with the purchase, storage or transportation of volumes of gas by the Company.

"Commodity and Other Charges" shall mean all charges for the purchase of gas or for the transportation of gas other than Demand Charges.

"Demand Charges" shall mean all charges for the purchase of gas or the transportation or storage of gas which are not billed on the volume of gas actually purchased or transported by the Company.

"Tariff Sales" shall mean gas delivered to customers under a sales rate schedule of general applicability. Tariff sales excludes gas delivered under transportation rate schedules, special contracts, off-system or sales for resale transactions or other arrangements under which the gas is not billed under a sales rate schedule of general applicability.

#### II. Gas Costs Recovery Mechanism

In the event the Company anticipates a change in its "City Gate Delivered Cost of Gas," the Company may increase or decrease its rates to its customers as follows:

#### A. Sales rates

#### 1. Demand Charges

Whenever the Company anticipates a change in the Demand Charges, the Company may change its rates to customers under all rate schedules by an amount computed as follows:

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The Public Service Commission of South Carolina

Docket No.: 2009-435-G

Issued:

## APPENDIX A

S.C.P.S.C. GAS COSTS RECOVERY MECHANISM

Page 2 of 4

### 2. Commodity and Other Charges

Whenever the Benchmark Commodity Cost of Gas is changed, the Company may change the rates to its customers purchasing gas under all of its sales rate schedules by an amount computed as follows:

### B. Transportation Rates

Firm and/or interruptible transportation rates shall be computed on a per unit basis by subtracting the per unit Commodity and Other Charges from the applicable firm or interruptible sales rate schedule exclusive of any increments or decrements.

#### C. Other Changes in Purchased Gas Costs

The purpose of this GCRM is to permit the Company to recover the applicable actual cost of gas from its tariff customers. If, at any time, it should appear that the computations required under this GCRM do not accomplish that purpose, the Company may use a different method to compute changes in its rates; however, any such changes shall not be effective until approved by the Commission.

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Docket No.: 2009-435-G

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<sup>\*</sup>Established by Commission in the Company's last general rate case or Rate Stabilization Act proceeding.

#### APPENDIX A

S.C.P.S.C. GAS COSTS RECOVERY MECHANISM

Page 3 of 4

### III. Monthly True up of Gas Costs

#### A. Demand Charges

On a monthly basis, the Company shall determine the difference between (a) the Demand Charges recovered and (b) the Company's actual Demand Charges incurred for South Carolina determined by the ratio of South Carolina tariff sales volumes to the combined total of North Carolina and South Carolina tariff sales volumes. This difference shall be placed in the Company's Deferred Account No. 253.

## B. Commodity and Other Charges

On a monthly basis, the Company shall determine with respect to gas sold during the month the per unit difference between (a) the Benchmark Commodity Cost of Gas included in the Company's most recently approved GCRM and (b) the actual Commodity and Other Charges incurred for South Carolina. This difference shall be placed in the Company's Deferred Account No. 253.

### C. Supplier Refunds and Direct Bills

In the event the Company receives supplier refunds or direct bills with respect to gas previously purchased, the amounts of such supplier refunds or direct bills applicable to South Carolina shall be placed in the Company's Deferred Account No. 253.

#### D. Interest on Deferred Account 253

The Company shall compute interest on the Deferred Account as directed by the Commission.

#### E. Other

- (a) The Company shall file with the Commission a monthly report of the deferred account. The report shall identify the cost of gas reduction related to capacity released.
- (b) Periodically, the Company may file to adjust its rates to refund or collect the balance in the deferred account. Increments and/or decrements shall apply across the board to all sales rate schedules unless the Commission specifically approves otherwise.
- (c) The Company is permitted to negotiate rates to certain customers to meet the prices of competitive fuels or otherwise to avoid losing these customers. To permit the Company to make sales to these tariff customers without suffering a loss of margin, the

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### APPENDIX A

S.C.P.S.C. GAS COSTS RECOVERY MECHANISM

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Company shall record the sales and transportation negotiated losses in the deferred account.

- (d) Reserved for future use.
- (e) The operation of this GCRM and the related Deferred Account can be modified as necessary to accommodate rulings of the Commission that affect its operation as herein defined. For example, recording the WNA balance in the Deferred Account as authorized by the Commission.

#### IV. Notice to the Commission

The Company shall file with the Commission at least 15 days prior to the date on which any change in its existing rates is to become effective as a result of the GCRM a computation of the rate adjustment and a single rate sheet, entitled "GCRM \_\_\_\_\_," containing the following information:

Rate after

Rate Present Current Current

Schedule Rate Adjustment Adjustment

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Docket No.: 2009-435-G

Issued:

## PIEDMONT NATURAL GAS COMPANY SOUTH CAROLINA CUSTOMER AGENT AGREEMENT

#### APPENDIX B

#### **CUSTOMER AGENT AGREEMENT**

	This	Custo	omer Agen	t Agreemen	t ("Agreer	nent")	is made this		_ day of	,
201,	by	and	between	Piedmont	Natural	Gas	Company,	Inc.	("Piedmont")	and
("Agent").										

WHEREAS, Piedmont's natural gas transportation tariffs provide for the ability of customers receiving Piedmont's transportation services to designate and utilize a third-party agent for purposes of making nominations for and delivering natural gas to Piedmont on behalf of such customers and managing imbalances on the Piedmont system resulting from such activities; and

WHEREAS, in undertaking such activities on behalf of Piedmont's customers, such Agents have the capacity to create material economic and operational risks for Piedmont and its customers; and

WHEREAS, Agent desires to act as a Customer Agent on Piedmont's system; and

WHEREAS, Piedmont is willing to permit Agent to operate on its system under the terms and conditions set forth herein and under the parameters of Piedmont's approved tariffs and service regulations.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Piedmont and Agent agree as follows:

1. <u>Establishment and Maintenance of Creditworthiness</u>. Each Agent must establish credit with Piedmont in the form of a Letter of Credit, escrow deposit, parental guaranty, or otherwise, in form and substance acceptable to Piedmont, in an amount equal to or greater than the dollar value obtained by the following formula at all times:

The higher of Agent's average daily load for the previous month or Agent's First-of-Month confirmed daily nomination quantity for the new month x 3 days x (NYMEX prompt month close) x 1.25.

Each month, prior to nominating transactions for the first of the month business, an evaluation will be made to ensure that the established credit does not fall below the value obtained from the formula shown above. In the event Agent's established credit falls below the value obtained through application of the formula shown above, either during this monthly evaluation or at any other time, Piedmont may require that the value of said Letter of Credit, escrow deposit, parental guaranty, or other form of assurance be changed at any time in order to reestablish adequate creditworthiness hereunder. In the event Agent fails to establish creditworthiness as set forth above, or fails to comply within 5 days with directions from Piedmont to increase the amount of its credit instruments as provided herein, then Agent's right to conduct business on the Piedmont

PIEDMONT NATURAL GAS COMPANY SOUTH CAROLINA CUSTOMER AGENT AGREEMENT

system shall be suspended until such time as Agent shall be in compliance with the creditworthiness provisions set forth herein (including any requirements to increase said creditworthiness).

- 2. <u>Customer Agent Imbalance Restrictions</u>. Agent shall not create a cumulative intra-month imbalance which exceeds three times Agent's aggregate First-of-Month confirmed daily nomination quantity. If this cumulative month-to-date imbalance restriction is exceeded at any time, then Agent's authorization to conduct business on Piedmont's system shall be immediately suspended except to the extent of transactions designed to reduce Agent's cumulative month-to-date imbalance. Upon any such suspension, Agent's authorization to conduct business on the Piedmont system shall not be restored until such time as Agent is in full compliance with the provisions hereof and all applicable provisions of Piedmont's tariffs and service regulations.
- 3. <u>Allocation of Imbalance Quantities/Penalties</u>. Concurrent with the submission of monthly nominations, Agent shall provide Piedmont with a schedule of allocated nominations for customers to be served by Agent for the following month. This allocation shall serve as the basis for resolving imbalances with Agent's customers to the extent those imbalances are not resolved by Agent. In the event Agent fails to submit such schedule, and further fails to resolve any monthly imbalance during the term hereof, those imbalances and any attendant penalties shall be allocated to Agent's customers, *pro rata*, based upon the actual usage of each such customer during the month to which the unresolved imbalance and/or penalties is attributable.
- 4. <u>Failure to Comply with Operational Notices, and Agent Creditworthiness and Imbalance Requirements</u>. If Agent fails to adhere to the imbalance and credit requirements set forth above, or to obey specific instructions issued by Piedmont and designed to preserve the operational integrity of Piedmont's system, Agent (a) shall be subject to the Unauthorized Over Run Penalty provisions of Piedmont's Rate Schedule 206, and (b) shall have its right to transact business on Piedmont's system suspended.
- 5. <u>Term.</u> This Agreement shall become effective as of the date first written above and shall continue in full force or effect until terminated by either party hereto upon sixty (60) days written notice.
- 6. <u>Supplemental Nature of Agreement.</u> This Agreement is supplemental to the provisions of Piedmont's approved tariffs and service regulations, the provisions of which shall also apply to services rendered hereunder. As such, the restrictions and requirements set forth herein are cumulative in nature and in addition to any other imbalance or penalty provisions set forth in Piedmont's approved tariffs and service regulations.
- 7. <u>Billing and Payment</u>. Billings to Agent for any amounts due hereunder, and payments by Agent on such billings, shall be made in a manner consistent with the billing and payment provisions of the underlying transportation tariffs pursuant to which service is rendered.

#### PIEDMONT NATURAL GAS COMPANY SOUTH CAROLINA CUSTOMER AGENT AGREEMENT

#### 8. Miscellaneous.

- A. <u>Modification</u>. This Agreement may not be modified or amended except by the execution of a written agreement by the parties hereto.
- B. Waiver. No failure by any party to enforce this agreement with respect to any default in the performance of any of the provisions of this Agreement shall operate or be construed to operate as a waiver thereof or of any similar future default.
- C. <u>Assignment</u>. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.
- D. <u>Jurisdiction</u>. This Agreement and the respective obligations of the parties hereto are subject to all valid laws, orders, rules and regulations of the Public Service Commission of South Carolina and any other governmental bodies having jurisdiction.
- E. <u>Conflict of Laws</u>. The construction, interpretation, and performance of this Agreement shall be in accordance with the substantive laws of the State of South Carolina without regard to any conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement as of the year and date first written above.

AGENT	PIEDMONT NATURAL GAS COMPANY
By:	By:
Title:	Title:

### **MAILING ADDRESS**

Please submit to:

Transportation & Pipeline Services Piedmont Natural Gas Company P.O. Box 33068 Charlotte, N.C. 28233

OR

Transportation & Pipeline Services Fax Number: (704) 364-8320

P.S.C.S.C. Tariff

Page 1 of 2

#### ECONOMIC DEVELOPMENT RIDER

#### **Applicability and Character of Service**

Natural gas service under this rider may be made available, at the Company's discretion, to any Customer that (1) locates a new plant or facility or expands an existing plant or facility within the Company's franchised territory in the State of South Carolina, (2) qualifies for the purchase or transportation of gas under Rate Schedules 203, 204, 213, or 214, and (3) contracts for natural gas consumption of not less than 50,000 Mcf per year of new or expanded load, at a single delivery address, for a minimum term of five years. Service under this schedule is interruptible and the Company has the right to discontinue such service on one hour's notice.

To qualify for service under this rider a written application shall be made to, and must be approved by, the Company. The application shall, at a minimum, include the following information: (a) a description of the gas-using facility, including its location and the nature of the business(es) to be conducted at such location; (b) an affirmation that the availability of this rider was a significant factor in the Customer's decision to locate the new or expanded load on the Company's system; (c) the number of full time employees to be employed at the facilities at the end of the first, second, and third years of operation; (d) the new capital to be invested at the facility; and (e) a description of the natural gas equipment, including the usage characteristics of the new or expanded gas load, to be installed at the facility. This rider will apply only to the amount of separately metered additional load added in the case of a facility expansion. Customers participating in this rider must also execute a written contract with the Company evidencing their agreement to the terms of this rider.

#### **Exclusions**

This rider is not available to or for (1) existing facilities that temporarily shut down and reopen; (2) gas loads moved from another site in the State; or (3) an existing facility that became a new Customer solely because of a change in ownership. Notwithstanding the foregoing, any such facilities may, upon application and approval, become eligible for the credits provided by the rider with respect to an expanded load at such facilities.

#### Rate

The monthly discount, which will be applied to only the portion of the bill calculated for the new or expanded load, shall be computed based upon a declining, three-year percentage reduction in the non-gas margin portion of the applicable rate schedule (203, 204, 213, 214). This discount will commence on the Customer's first month billing and continue for a period of three years.

The percentage reductions are as follows: First Year ---- 45% Reduction Second Year ---- 25% Reduction Third Year ---- 15% Reduction

The Customer may still negotiate with the Company under the provisions of Rate Schedule 208 while being served on this rate.

Issued by Ware F. Schiefer, Chief Executive Officer Issued: November 1, 2002

Docket No. 2002-63-G Effective: November 1, 2002 Piedmont Natural Gas Company, Inc.

P.S.C.S.C. Tariff

Page 2 of 2

#### ECONOMIC DEVELOPMENT RIDER

#### **Termination/Penalties**

The Company may terminate service under this rider when:

- 1. During any consecutive 12 month period within the five year term of the contract the Customer fails to consume at least 50,000 Mcf of natural gas through the new or expanded facilities to which this rider is applicable; or
- 2. Discontinuance of service to Customer would be authorized under the Company's general tariff provisions.

In the event service under this rider is terminated by the Company or Customer defaults in its obligations hereunder, Customer will be required to reimburse to the Company, upon demand, an amount equal to all reductions received by Customer under this rider plus applicable interest from the date of such reduction at the rate paid by the Company for service deposits pursuant to Commission Rule R103-443 and R103-436.

#### **Payment of Bills**

Bills are net and due upon receipt. Bills become past due 15 days after bill date.

#### Late Payment Charge

A late payment charge of 1% per month will be applied to all balances not paid prior to the next month's billing date.

#### Service Interruption and Curtailment

Gas service under this Rate Schedule is subject to the provisions contained within Rate Schedule 206. "Schedule for Limiting and Curtailing Service".

#### Applicable Documents Defining Obligations of the Company and Its Customers

Service under this rate schedule is subject to the Rules and Regulations of the Public Service Commission of South Carolina ("Commission Rules") and to the Company's Service Regulations. Among other things, the Commission Rules and the Company's Service Regulations permit the interruption or curtailment of service under certain conditions, including events of *force majeure* and operating conditions. A copy of the Commission's Rules may be obtained from the Public Service Commission of South Carolina, 101 Executive Center Dr., Columbia, SC 29210, upon payment of the applicable fee. The Company's Service Regulations may be obtained at each of the district offices of the Company. Unofficial copies of the Company's Service Regulations are available at the Company's Web Site at www.piedmontng.com.

Issued by Ware F. Schiefer, Chief Executive Officer

Issued: November 1, 2002 Docket No. 2002-63-G Effective: November 1, 2002

5. Refer to Company Exhibit DPY-5, Schedules 8 - 13. Provide the source and support in excel format with all formulas intact for the Company's Allocated Cost of Service Study including the development of all allocation factors used in the study. Also, explain why this information was not properly included with the Company's response to MFR #55.

**Response:** The allocated cost of service study ("ACOSS") presented in Exhibit DPY-5 was developed using a proprietary model. Given the proprietary nature of the model, a working copy was not provided with the original filing consistent with practice in prior cases. A copy of the model is being supplied on a CONFIDENTIAL basis pursuant to the terms of the protective order entered into after the MFR filing date. The development of allocation factors utilized in the Company's ACOSS is described on pages 5-6 of Exhibit DPY-5. Electronic versions of all workpapers are provided in the accompanying ACOSS model (attached as an \*.exe file) and in the attached CONFIDENTIAL excel file.

6. Refer to Company Exhibit DPY-10. Provide the source and support in excel format with all formulas intact for the Company's calculation of Average Monthly Use, Peak Monthly Use, and Projected NGV Monthly Load Factor. Also, explain why this information was not properly included with the Company's response to MFR #55.

Response: As explained in the direct testimony of witness Dan Yardley, the rates for NGV Service are derived based on those for Small General Service customers. NGV Service is not included in the Company's Allocated Cost of Service Study provided in MFR 55 because there are no NGV customers or therms reflected in the Attrition Period forecast. Relying on the rates for Small General Service customers as a proxy for prospective NGV customers is a reasonable method for deriving rates for a new service that is not included in an allocated cost of service study. Mr. Yardley also noted that the Company would reflect NGV Service in a subsequent Allocated Cost of Service Study to the extent that customers take service under the rate schedule in the future.

The average monthly use and peak monthly use for Small General Service classes are taken directly from the Company's weather-normalized and grown therms for the Attrition Period provided with the Company's filing. These are provided in the table below:

	Total Annual	Average Month	Peak Month
Small GS Standard	2,717,008	226,417	312,279
Small GS Value	2,411,114	200,926	621,190
Total Small GS		427,343	933,469

The anticipated load factor for NGV service is based on Mr. Yardley's judgment and experience in developing rates for new services and on the nature of NGV service as described in Mr. Yardley's testimony.

7. Provide, in excel format, the hiring date and termination date by employee monthly, for the test year ended 5/31/11. Include in your response the amount of any employment separation payments and the amount charged for terminated employees.

**Response:** See the CONFIDENTIAL excel attachment.

8. Provide, in excel format, the payroll capitalization percentage rates for the years ended 5/31/08 and 5/31/09.

**Response:** See the CONFIDENTIAL excel attachment.

9. Provide, in excel format, the Mission – Values – Performance (MVP) plan, the Annual Incentive Plan (AIP) and Long-Term Incentive Plan (LTIP) amounts included in Salary and Payroll expenses for the test year ended 5/31/11, by employee, by month. In addition, provide, in excel format, the MVP Plan, AIP Plan, and LTIP Plan amounts included in Salary and Payroll expenses for the years ended 5/31/2008, 5/31/2009, and 5/31/2010.

**Response:** See CONFIDENTIAL excel attachment for the MVP, LTIP and STIP plans.

10. Provide the Tennessee Direct wage (union and non-union) headcounts for the years ended 5/31/08, 5/31/09, and 5/31/10.

#### Response:

Years Ended	Employee Count
05/31/08	195
05/31/09	190
05/31/10	192

11. Provide the number of part time employees, union, non-union, and salaried, for the test year ended 5/31/11.

**Response:** There is one part time employee for Tennessee direct at 5/31/2011. This employee is in an hourly, non-union position.

12. Provide, in excel format, the hire and termination dates of all partial year employees (not open positions) for the test year ended 5/31/11.

**Response:** See the Company's response to Item 7 of this data request.

13. Provide in excel format, the account and amount for any non-recurring charges, such as non-jurisdictional expenses, outside service expenses, and outsourcing of costs for the twelve months ended 5/31/2011.

**Response:** The Company provided, as part of its response to MFR 25, the account and amount for all non-recurring charges in the Test Period. Specifically, this information was included as part of the Test Period transaction detail shown in each of the excel file workpapers supporting the various O&M Attrition Period Adjustments. As marked in these workpapers, the Company excluded these non-recurring charges when calculating the O&M expense for the Attrition Period.

14. Provide, in excel format, monthly, the Bad Debt (Uncollectible Accounts) Actual Write-offs, the PGA Actual Write-offs, the Average Percentage, the Total Amounts (Payments) Recovered, the PGA Amounts Recovered, the Average Percentage, the Net Write-offs, and the Unrecovered Margin for the test year 5/31/11.

**Response:** See the information provided in excel format for MFR 25, file 13 ("13 - Adjustment\_5G\_Uncollectibles Attrition Adjustment.xls"), tabs "Uncollectibles Summary – PG 1" and "Uncollectibles Summary – PG 2."

15. Provide, in excel format, all of the lobbying expenses for the years ended 5/31/08, 5/31/09, 5/31/10.

**Response:** See the CONFIDENTIAL attachment.

16. Provide, in excel format, the employee number and the salary and benefit expenses for employee Eddie Davidson for the test year ended 5/31/11.

**Response:** See the CONFIDENTIAL excel attachment. Considering that Mr. Davidson spends approximately 62 days per year performing lobbying activities, please note that the Company removed the equivalent of 62 days of his annual salary from Attrition Period salary and wages expense in this rate case.

17. Provide, in excel format, using FERC account numbers, all of the work papers and documents, and supporting calculations for each of the adjustments in exhibit PKP-1, Schedule 3, Page 1, Line 7, and page 3, line 5.

**Response:** See the attached excel schedule which maps the referenced O&M adjustments to the account numbers and supporting workpapers. All supporting workpapers for these adjustments were previously provided in response to MFR 25.

### Piedmont Natural Gas Company, Inc. CAPD 1-17 Response Attachment

GL Accounts for Requested Expense Categories, as represented in MFR 25

1- SUMMARY SCHEDULES.XLS file name:

INCOME STATEMENT tab name:

## Transmission and Distribution Expense ₹

See Lines 1-52 (Maintenance Expenses) : Detail provided in MFR 25, file name "11 - Adjustment\_5F\_T&D Maintenance Adjustment\_rd.xls" See Lines 53 - 89 (Operation Expenses) : Detail Provided in MFR 25, file name "11 - Adjustment\_5F\_T&D Maintenance Adjustment\_rd.xls"

### Uncollectible Accounts Expense â

See Line 90: Detail provided in MFR 25, file name "13 - Adjustment\_5G\_Uncollectibles Attrition Adjustment.xls"

# Other Customer Accounts Expense

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See Lines 91 - 105: Detail provided in MFR 25, file name: "14 - Adjustment\_5H\_Other Customer Accounts Maintenance Attrition Adjustment\_rd.xls"

# Administrative and General

See Line 111 (Regulatory Expense): Detail Provided in MFR 25, file name "24 - Adjustment\_5Q\_Regulatory Expense Attrition Adjustment\_rd.xls" See Lines 108 - 110 (Risk Insurance): Detail Provided in MFR 25, file name "22 - Adjustment\_50\_Insurance Expense Attrition Adjustment.xls" See Line 107 (Outside Services) : Detail provided in MFR 25, file name "26 - Adjustment\_55\_Outside Services Attrition Adjustment\_d.xls" See Lines 112 - 125 (Misc A&G) : Detail Providedin MFR 25, file name "28 - Adjustment\_5T\_Misc A&G Expense Attrition Adjustment.xls" See Line 106 (Rents) : Detail provided in file name "44 - Adjustment\_5R\_Rents Attrition Adjustment\_rd.xls"

#### Sales Expense ω

See Lines 127 - 129 (Other Sales Expense): Detail Provided in MFR 25, file name "16 - Adjustment\_51\_Other Sales Attrition Adjustment\_rd.xls" See Line 126 (General Advertising): Detail provided in MFR 25, file name "15 - Adjustment 51 Advertising Attrition Adjustment rd.xls'

# Other Compensation and Benefits

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See Line 133 (Salary & Payroll Investment Plan): Detail Provided in MFR 25, file name "7 - Adjustment 5B\_SIP & PIP Attrition Adjustment\_rd.xls"

See Line 134 - 140 (Other Emp Benefits & Training): Detail Provided in MFR 25, file name "23 - Adjustment\_5P\_Other Benefits and Training Attrition Period Adjustment\_rd.xls"

See Line 141 (MVP): Detail Provided in MFR 25, file name "10 - Adjustment\_5E\_MVP Attrition Adjustment.xls"

See Line 142 (STIP): Detail Provided in MFR 25, file name "8 - Adjustment\_5C\_LTIP Attrition Adjustment.xls" See Lines 131 - 132 (Defined Contribution Pension & Admin): Detail Provided in MFR 25, file name "17 - Adjustment\_51\_Defined Contribution Pension Attrition Adjustment.xls" See Line 130 (Group Insurance) : Detail Provided in MFR 25. file name "21 - Adjustment\_5N\_Group Insurance Attrition Adjustment.xls"

See Line 144 (Other Pay & Incentives): Detail Provided in MFR 25, file name "44\_Adjustment\_5A\_S&W Attrition Adjustment.xis"

## **Deferred Regulatory Amortizations** ග

See Line 145 (Defined Benefit Pension): Detail Provided in MFR 25, file name "18 - Adjustment\_5K\_Deferred Pension Attrition Adjustment.xis"
See Line 146 (Environmental Cleanup): Detail Provided in MFR 25, File Name "19 - Adjustment\_5L\_Deferred Environmental Cleanup Attrition Adjustment.xis"
See Line 147 (2011 Rate Case Expense): Detail Provided in MFR 25, file name "29 - Adjustment\_5U\_Deferred Rate Case Expense Attrition Adjustment.xis" See Line 148 (2010 TN Flood): Detail Provided in MFR 25, file name "20 - Adjustment\_5M\_Deferred Nashville Flood Attrition Adjustment.xls"

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35	88900	Distribution: Measuring and Regulating Station Equipment: Maintenance Expense
36	88910	Distribution: Painting Measuring and Regulating Station Equipment: Maintenance Expense
37	89000	Distribution: Measuring and Regulating Station Equipment - Industrial: Maintenance Expense
38	89010	Distribution: Painting Industrial Measuring and Regulating Station Equipment: Maintenance Expense
39	89100	
40	89110	
41	89200	Distribution: Maintenance of Services: Maintenance Expense
45	89201	Distribution: Damage to Services by Others: Maintenance Expense
£ ;	89202	Distribution: Billed for Dange et Services by Others (Contra): Maintenance Expense
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47	89220	Distribution: Maintenance of services - Corrosion Control - Troubleshoring - Expense Distribution: Maintenance of Services - Corrosion Control - Troubleshoring - Expense
. 84	89230	Distribution: Maintenance of Services - Corrosion Control - Repair: Maintenance Expense
49	89310	Distribution: Maintenance of Meters and House Requiators: Labor and Expenses
20	89315	Distribution: Maintenance of Meters and House Regulators: Field Painting: Maintenance Expense
51	89320	Distribution: Maintenance of Meters and House Regulators - Materials: Maintenance Expense
52	89400	Distribution: Maintenance of Other Equipment: Maintenance Expense
		T&D - Operation Expense
53	71700	Manufactured Gas Production: Vaporization Equipment: Operation Expense
54	80720	Manufactured Gas Production: Purchased Gas Expenses - Labor: Operation Expense
55	80750	Manufactured Gas Production: Telemeter Telegraph Lines: Operation Expense
56	84000	Other Gas Supply Expenses: Other Storage Expenses (LNG): Supervision and Engineering - Labor: Operation Expense
25	84010	Other Gas Supply Expenses: Other Storage Expenses (LNG): Supervision and Engineering - Expenses: Operation Expense
28	84100	Other Gas Supply Expenses: Other Storage Expenses (LNG): Labor: Operation Expense
29	84110	Other Gas Supply Expenses: Other Storage Expenses (LNG): Expenses: Operation Expense
9	84210	Other Gas Supply Expenses: Other Storage Expenses (LNG): Fuel Expense: Operation Expense
61	85000	Transmission: Supervision and Engineering: Operation Expense
62	85300	Transmission: Compressor Operation: Operation Expense
63	85600	Transmission: Mains Services Expense: Operation Expense
49	85700	Transmission: Measuring and Regulating Station Expense: Operation Expense
65	87000	Distribution: Supervision and Engineering: Operation Expense
99	87100	Distribution: Load Dispatching: Operation Expense
29	87400	Distribution: Mains and Services Expense: Operation Expense
89	87410	Distribution: Line Locate: Operation Expense
69	87500	Distribution: Measuring and Regulating Station - General: Operation Expense
2 7	87600	Distribution: Measuring and Regulating Station Industrial: Operation Expense
7	00//8	Distribution: Measuring and Regulating Station - City Gate Check Stations: Operation Expense

73 6781 Distribution: Meter Changeout - State Regulations: Operation Expense 74 67821 Distribution: Meter Changeout Hashing Renewals: Operation Expense 75 67822 Distribution: Service Turn Onsfolfs: Harbursable Cost: Operation Expense 76 67822 Distribution: Service Turn Onsfolfs: How Reinbursable Cost: Operation Expense 77 87822 Distribution: Service Turn Onsfolfs: Non Reinbursable Cost: Operation Expense 78 87830 Distribution: Other Offse Shop Expenses: Operation Expense 87 87830 Distribution: Other Offse Shop Expenses: Operation Expense 87 87830 Distribution: Tree Work - All Conditions: Operation Expense 88 87840 Distribution: Tree Work - All Conditions: Operation Expense 88 87840 Distribution: Tree Work - Miles: Operation Expense 88 87850 Distribution: Tree Work - Plots - Turn Onsfolfs: Operation Expense 88 87850 Distribution: Tree Work - Plots - Turn Onsfolfs: Operation Expense 88 87850 Distribution: Tree Work - Plots - Turn Onsfolfs: Operation Expense 88 87850 Distribution: Tree Work - Plots - Turn Onsfolfs: Operation Expense 88 87850 Distribution: Tree Work - Plots - Turn Onsfolfs: Operation Expense 88 87850 Distribution: Tree Work - Plots - Turn Onsfolfs: Operation Expense 89 Obtain Character Expense 89 Obtain Character Expense 89 Obtain Character Expense 90 Obtain Character Expense 90 Obtain Character Expense 91 Optain Character Expense 91 Optain Character Expense 92 Obtain Character Expense 93 Obtain Character Expense 94 Obtain Character Expense 95 Obtain Character Expense 96 Obtain Character Expense 97 Obtain Character Expense 98 Obtain Character Expense 98 Obtain Character Expense 99 Obtain Character Expense 99 Obtain Character Expense 90 Obtain Character Expense 90 Obtain Character Expense 91 Obtain Character Expense 91 Obtain Character Expense 91 Obtain Character Expense 92 Obtain Character Expense 93 Obtained Expense 94 Obtained Spense 95 Obtained Expense 95 Ob		
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90320 Collection Expences (except for that cover 90325 Collection Expenses By Servicemen 90330 Customer Billing and Accounting 90330 Utility Services - Customer Accounting 90360 Utility Services - Customer Accounting 90500 Misc Customer Account Expenses 90900 Supervision - Customer Account Expenses 90900 Customer Assistance Expense - Other 91100 Informational Advertising Expense		
90325 90330 90340 90340 90370 90500 91020 91100		
90330 90340 90340 90370 90500 91020 91100		
90340 90360 90370 90500 90900 91020		
90360 90370 90500 90900 91020		
90370 90500 90900 91020		
90500 90900 91020 91100		
90900 91020 91100		
91020		
91100		

		Rents
106 93.	93100	Rents Outside Services
107 92:	92300	Outside Services Operations
		Risk Insurance
	92400	Property Insurance
	92510	Insurance Premiums - Injuries and Damages
110 92	92515	Self Insurance - Injuries and Damanges
		Regulatory Expenses
111 928	92800	Regulatory Comm Expenses
		Misc A&G
	92110	Supplies And Expenses
	92520	Safety Programs, Supplies and Training
	93000	General Expenses
	93105	Non-Rent Costs - IT Leases
116 93;	93210	Maintenance of Telemetry: Labor and Expenses
	93220	Maintenance of Telemetry: Materials
	93230	Maintenance of Other General Plant: Labor - Materials - Expenses
	92201	Salaries - Administative Transfer Credit
120 92:	92202	SIP - Administrative Transfer Credit
	92203	Pension - Administrative Transfer Credit
	92204	Insurance - Administrative Transfer Credit
	92205	Other Administrative Expense - Transfer Credit
124 TI	TBD	Energy Efficiency Program Funding
	1BD	GTI Funding
		General Advertising
126 91	91700	General Advertising Expenses
		Other Sales Expense
127 91	91500	Sales Supervision
128 91	91600	Miscellaneous Sales Expenses
	91631	Commercial Gas Cooking Education
		Group Insurance Benefits
130 92	92620	Employee Benefits: Insurance Premiums & Payments
		Defined Contribution Pension & Administration
	92610	Employee Pensions
132 92	92611	Employee Pension - Supplemental
		Salary & Payroll Investment Plan (401k)
133 92	92625	Employee Benefits - 401k Plans

Attachment Page 6 of 6																				
Attachme																				
															proceeding			acount 25360		
															covery in this rate		10	Accounts 18612 and 18645, and Other Deferred Credit Account 25360		
															Not included for re		Account 18617 and O&M Account 92610	18645, and Other		
															eneral Salaries)		ccount 18617 and	counts 18612 and	nt 18666	18640
		rg ninistrative	ministrative							neral Salaries)		eneral Salaries)	eneral Salaries)		ninistrative and Ge	ortizations	latory Asset GL A		sset GL Account	
	1	General and Adn	- General and Adı		Apprentices	<ul> <li>Education</li> </ul>	- Misc	on Expenses		inistrative and Ge		ninistrative and G	ninistrative and G	rtives	to GL 92000: Adn	Regulatory Ame	e Deferral - Regu	Deferral - Regul	ral - Regulatory A	<ul> <li>Regulatory As</li> </ul>
	Number GL Account Name	Orner Emproyee Benefits & Training Training - Internal - General and Administrative	Training - External - General and Administrative	Training	Training - Service Apprentices	Employee Benefits - Education	Employee Benefits - Misc	<b>Employee Relocation Expenses</b>	#VP	MVP (booked to GL 92000: Administrative and General Salaries)	STIP	STIP (booked to GL 92000: Administrative and General Salaries)	LTIP (booked to GL 92000: Administrative and General Salaries)	Other Pay & Incentives	Other Pay & Incentives (booked to GL 92000: Administrative and General Salaries) Not included for recovery in this rate proceeding	Deferred Expense Regulatory Amortizations	Defined Benefit Pension Expense Deferral - Regulatory Asset GL	Environmental Cleanup Expense Deferral - Regulatory Asset GL	2011 Rate Case Expense Deferral - Regulatory Asset GL Accour	2010 TN Flood Expense Deferral - Regulatory Asset GL Account
GL	Number	92150 T	•	•			92640 E	92650 E	<	MVP (booked	-,	STIP (booked	LTIP (booked	_	Other Pay & Ir	7	Defined Benet	Environmenta	2011 Rate Ca.	2010 TN Floor
Line	O	134	135	136	137	138	139	140		141		142	143		<del>1</del> 4		145	146	147	148

18. Provide, in excel format, the actual pension amount awarded by the TRA in Docket 03-00391.

**Response:** See attached CONFIDENTIAL workpapers from the Company's last general rate case (Docket 03-00313).



19. Provide, in excel format, the actual pension amounts contributed in the following years: 2003, 2004, 2005, 2006, 2007, 2008, 2009, and 2010.

**Response:** See the Company's response to MFR 25, file 18 ("18 - Adjustment\_5K\_Deferred Pension Attrition Adjustment.xls"), tab "Defined Benefit Pension Summary," cells F13:F22.

20. Provide the latest Pension Plan actuarial report dated 2011.

**Response:** The Company provided in MFR 50 the following two confidential reports:

- "Actuarial valuation for funding purposes as of January 1, 2010, Retirement Plan of Piedmont Natural Gas Company, Inc." dated February 2011.
- "Actuarial Valuation Report, Net periodic benefit cost, plan and employer disclosure for fiscal year ending October 31, 2009, and net periodic benefit cost for October 31, 2010, Piedmont Natural Gas Company, Inc. Postretirement Benefits Plan" dated May 26, 2010.

In response to this data request item, the Company further submits the attached CONFIDENTIAL report: "Retirement Plan of Piedmont Natural Gas Company, Inc., Actuarial Valuation Report: FAS 87 Expense for Fiscal Year Ending October 31, 2010 and FAS 132(R) (as modified by FAS 158) Disclosure for Fiscal Year Ending October 31, 2010" dated November 2010.

There are no other recent pension plan actuarial reports to provide on this matter.

21. Provide, in excel format, the accounts, dates, and payees for athletic events and social club expenses during the test year ended 5/31/11.

Response: Response Not Required

22. Provide, in excel format, a listing of any expense equal to or greater than \$5000 paid to any vendor, for any expense, during the test year ended 5/31/2011. List the payee, account number, FERC account number, date, business reason, and amount. Indicate if the expense is recurring or non-recurring. Include Tennessee and Corporate Office items.

Response: Response Not Required

23. Provide the anticipated allocation factor for the attrition year ended 2/28/13 for corporate charges to Tennessee Direct.

**Response:** Following the precedent established in its prior rate cases, Piedmont set the Corporate Office 3-state allocation factor for the Attrition Period equivalent to Tennessee's share of the Company's Total Net Plant at the end of the Test Period. This share at 5/31/11 was 16.88%. At the time of the rate case filing, this represented the Company's best estimate of that allocation factor for the Attrition Period. For purposes of responding to this data request item, the Company currently estimates the allocation factor to be 16.73% going into the Attrition Period.

24. Provide, in excel format, the Operation and Maintenance expenses for the attrition year ended 2/28/13 in the format of MFR 42.

Response: Response Not Required

25. Provide the actual and estimated State of Tennessee Gross Receipts Tax Returns due August 1, 2011 and August 1, 2012.

**Response:** The computation of the Attrition Period State of Tennessee Gross Receipts Tax is shown in MFR 25, file 1 ("1 – SUMMARY SCHEDULES.xls"), tab "Taxes," cells L12: M21.

See the CONFIDENTIAL attachment for State of Tennessee Gross Receipts Return filed for the taxable period July 1, 2011 through June 30, 2012, which was due August 1, 2011.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

26. Provide the estimated State of Tennessee Franchise and Excise Tax Return due August 15, 2012 and August 15, 2013.

**Response:** The computation of the estimated State of Tennessee Franchise Tax is shown in MFR 25, file 1 ("1 – SUMMARY SCHEDULES.xls"), tab "Taxes," cells L32: L41. Estimated Excise Taxes are calculated within the tab "Rev Req" in the same file above.

27. Provide the unequalized ad valorem assessment amounts for Piedmont Natural Gas Company (Tennessee Operations) as of August 31, 2011 and August 31, 2010 and copies of all ad valorem tax bills paid before March 1, 2011.

**Response:** See the CONFIDENTIAL attachments.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

28. Provide the total unequalized ad valorem assessment amount for 2007, 2008, and 2009.

**Response:** See the attached CONFIDENTIAL assessment letters.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

29. Provide the basis for utilizing a 6.8% state income tax rate per Exhibit PKP-1, Schedule 3, Page 4, Line 8 rather than the statutory rate of 6.5%.

Response: A composite tax rate (rather than a jurisdiction-specific tax rate) is appropriate for Piedmont Natural Gas. Piedmont Natural Gas' operations in Tennessee are not provided through a subsidiary company, but rather though an operating division of Piedmont. The only legal entity for all of Piedmont's distribution operations is the single corporation, Piedmont Natural Gas. Thus, the only taxpayer is this single legal entity that operates in multiple jurisdictions. The total income tax expense that will be paid by this single taxpayer will be the combination of the federal income tax, plus the income taxes that are assessed based on after-the-fact allocations of income to each of the jurisdictional divisions of Piedmont.

30. Provide a mapping from Piedmont Natural Gas (PNG) (Tennessee Operations) chart of account amounts to the amounts per PNG Exhibit PKP-1, Schedule 3, lines 1 through 25 for the test year ending May 31, 2011 and the attrition year ending February 28, 2013.

### Response:

- Line 1 of Exhibit PKP-1, Schedule 3, Page 1: The amounts represented on this Line map to GL accounts 48010, 48020, 48100, 48110, 48120, 48300, and 48900.
- <u>Line 2 of Exhibit PKP-1, Schedule 3, Page 1</u>: The amounts represented on this Line map to GL accounts 48800, 48810, 48820, 48850, 49300, 49510, 49520 and 49530, with certain adjustments as shown in MFR 25, file 1, tab "Revenues Summary" and as clarified in the Company's response to Item 33 of TRA Data Request No. 1.
- <u>Line 3 of Exhibit PKP-1, Schedule 3, Page 1</u>: The amounts represented on this Line map to GL account 48700.
- <u>Line 4 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts are calculated as the sum of those represented on Lines 1 thru 3.
- <u>Line 5 of Exhibit PKP-1, Schedule 3, Page 1</u>: The amounts represented on this Line map to GL accounts 80400, 80401 and 80710. See the further explanation provided in the Company's response to Item 36 of TRA Data Request No. 1.
- <u>Line 6 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts are calculated as a subtraction of Line 5 from Line 4.
- <u>Line 7 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 71700 thru 93230, with certain adjustments as shown in MFR 25, file 1, tab "O&M Summary" and as clarified in the Company's response to Item 17 of this data request.
- <u>Line 8 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 40300 and 40400.
- <u>Line 9 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 40801, 40813, 40815, 40816, 40817, 40819, 40835, 40836, 40837, 40838, 40839 and 40853, with certain adjustments as shown in MFR 25, file 1, tab "Taxes."
- <u>Line 10 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 40908, 40911 and 40916, with certain adjustments as shown in MFR 25, file 1, tab "Taxes."
- <u>Line 11 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 40909, 40910, 40914, 40915 and 41220, with certain adjustments as shown in MFR 25, file 1, tab "Taxes"
- <u>Line 12 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts are calculated as the sum of those represented on Lines 7 thru 11.
- <u>Line 13 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts are calculated as a subtraction of Line 12 from Line 6.
- <u>Line 14 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL account 23500.
- Line 15 of Exhibit PKP-1, Schedule 3, Page 1: These amounts map to GL account 42000.
- <u>Line 16 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts are calculated as the sum of Lines 13 and 15, less Line 14.

- <u>Line 17 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to the GL accounts listed in the Company's response to Items 31 and 32 of this data request.
- Line 18 of Exhibit PKP-1, Schedule 3, Page 1: These amounts map to GL account 27100.
- <u>Line 19 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to the GL accounts listed in the Company's response to Items 31 and 32 of this data request.
- <u>Line 20 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL account 25222.
- <u>Line 21 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL account 27100.
- <u>Line 22 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts are calculated as the sum of Lines 18 and 18, less Lines 19 thru 21.
- <u>Line 23 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 25519 and 25520.
- <u>Line 24 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to the GL accounts shown in MFR 25, file 33 ("33 Adjustment\_16\_May 2011 Working Capital.xls").
- <u>Line 25 of Exhibit PKP-1, Schedule 3, Page 1</u>: These amounts map to GL accounts 28210, 28220, 28230 and 28240.

31. Provide in working excel format the information for Plant in Service and Accumulated Depreciation by account for Piedmont Natural Gas Company (Tennessee Operations) in the following format as of May 31, 2011:

(1)	(2)	(3)	(4)	(5)	(6)
FERC	Account	Plant in Service	Current	Accumulated	Net
Account #	Description	Balance	Depreciation Rate	Depreciation	Book Value

**Response:** See the excel attachment for information in format requested. Also note that the May 31, 2011 Plant in Service by account is shown in MFR 25, file 32 ("32 – Adjustment\_12 & 13\_TN Plant in Service.xls"), tab "PIS", cells C6: C66. In addition, Current Depreciation Rates are shown in MFR 25, file 30 ("30 – Adjustment\_6 & 14\_TN Dep Expense and Acc Dep.xls"), tab "TN Dep Expense," cells C15: C62.

(1) (2) (3) (4) Current	(5)	(6)
FERC Account Plant in Service Depreciation Account Description Balance Rate	Accumulated Depreciation	Net Book Value
(a) 30100 Organization 30,035	30,035	0
(*)	109,186	ő
(a) 30200 Franchises and Consents 109,186 30300 Misc. Intangible Plant	100,100	ŭ
36000 Land 630,064		630,064
36100 Structures & Improvements 1,131,012 1.76%	543,967	587,045
36200 Gas Holders 2,903,543 1.43%	3,387,283	(483,740)
	445,919	(41,466)
	1,209,903	107,869
	1,008,550	171,299
	62,875	920,526
4. P	19,285	9,196
	•	
	1,206,695	310,549 511,209
36512 Land Rights 532,392 1.64%	21,094	511,298
36700 Mains 31,828,077 2.42%	1,918,689	29,909,388
37410 Land 346,488		346,488
37420 Land Rights	120.024	24.064
37500 Structures & Improvements 160,898 3.43%	139,034	21,864
37600 Mains 263,397,832 2.42%	99,910,535	163,487,297
37800 Meas. & Reg. StaGeneral 5,577,416 2.35%	1,462,760	4,114,656
37900 Meas. & Reg. StaCity Gate 6,696,143 2.34%	1,086,678	5,609,465
38000 Services 202,424,014 5.25%	156,451,425	45,972,589
38100 Meters 17,627,458 2.82%	6,545,540	11,081,918
38110 Meter Accessories 4.44%		
38120 Meter Accessories ERTs 5.88%		
38200 Meter Installations 12,096,491 2.89%	4,204,703	7,891,788
38300 House Regulators 4,417,672 2.52%	1,394,788	3,022,884
38400 House Regulators Installations 4,093,818 2.53%	1,498,182	2,595,636
38500 Industrial Meas. & Reg. Sta. 1,302,013 2.11%	211,463	1,090,550
38700 Other Equipment		
38910 Land 4,995,994		4,995,994
39000 Structures & Improvements 21,653,133 2.03%	4,023,311	17,629,822
39010 Leasehold Improvements		
39100 Office Furniture & Equipment 3,051,650 4.79%	2,127,140	924,510
39110 Mainframe Equipment	19,951	(19,951)
39120 PC-related Equipment		
39130 Customer Information System		
39140 Client/Server Applications		
39200 Transportation Equipment 3,938,499	1,057,639	2,880,860
39210 Transportation Equip. Leased Buyout 195,827		195,827
39300 Stores Equipment 14,918 3.40%	14,028	890
39400 Tools & Shop Equipment 2,274,884 6.77%	2,071,099	203,785
39500 Laboratory Equipment 105,879 4.05%	20,392	85,487
39600 Power Operated Equipment 539,913 7.61%		(88,672)
	628,585	(,-,
39700 Communication Equipment 1,872,859 6.81%	628,585 1,491,983	380,876
•••••	1,491,983	380,876

<sup>(</sup>a) Accounts 30100 and 30200 were amortized rather than depreciated. The Accumulated Amortization is accounted for in Accounts 11000 and 11500 respectively. Both accounts are fully amortized.

32: Provide in working excel format the information for Plant in Service and Accumulated Depreciation by account allocated by Piedmont Corporate Services to Piedmont Natural Gas Company (Tennessee Operations) in the following format as of May 31, 2011:

(1)	(2)	(3)	(4)	(5)	(6)
FERC	Account	Plant in Service	Current	Accumulated	Net
Account #	Description	Balance	Depreciation Rate	Depreciation	Book Value

**Response:** See the excel attachment for information in format requested. Also note that the May 31, 2011 Plant in Service by account for Joint Property by is shown in MFR 25, file 32 ("32 – Adjustment\_12 & 13\_TN Plant in Service.xls"), tab "JP Allocat", cells G9: G24. In addition, Current Depreciation Rates are shown in MFR 25, file 30 ("30 – Adjustment\_6 & 14 TN Dep Expense and Acc Dep.xls"), tab "JP Dep Expense," cells C9: C24.

Piedmont Natural Gas	Company, Inc.			Attachmer	nt Page 1 of 1
Docket No. 11-00144					
CAPD 1-32 Response	Attachment				
					ļ
(1)	(2)	(3)	(4)	(5)	(6)
			Current		
FERC	Account	Plant in Service	Depreciation	Accumulated	Net
Account #	Description	Balance	Rate	Depreciation	Book Value
38100	Meters	458,897	2.82%	(475,371)	934,268
38110	Meter Accessories	499,422	4.44%	106,415	393,007
38120	Meter Accessories ERTs	7,722,735	5.88%	2,215,178	5,507,557
39000	Structures & Improvements	11,059	2.15%	(308,514)	319,573
39010	Leasehold Improvements	429,595	10.00%	205,140	224,455
39100	Office Furniture & Equipment	1,003,147	5.00%	223,691	779,456
39110	Mainframe Equipment	3,169,916	7.52%	2,250,675	919,241
39120	PC-related Equipment	947,769	25.00%	2,394,331	(1,446,562
39130	Customer Information System	2,892,948	7.62%	3,902,112	(1,009,164
39140	Client/Server Applications	9,877,437	10.66%	7,082,924	2,794,513
39200	Transportation Equipment	98,044		65,916	32,128
39210	Transportation Equip. Leased Buyout	51,087			51,087
39400	Tools & Shop Equipment	22,459	5.00%	1,048	21,411
39700	Communication Equipment	5,024,910	5.56%	1,670,057	3,354,853
		00 000 405		10 222 602	12,875,823
		32,209,425		19,333,602	12,070,020

33. Provide in working excel format the forecasted plant additions, plant retirements, salvage, and the cost of removal by FERC account by month for Piedmont Natural Gas Company (Tennessee Operations) from May 2011 through February 28, 2013.

**Response:** See the excel attachment. Also note that forecasted plant additions and plant retirements are shown in MFR 25, file 32 ("32 – Adjustment\_12 & 13\_TN Plant in Service.xls"), tab "Proj Net Adds TN." In addition, the computation of salvage (less the cost of removal) is shown in MFR 25, file 30 ("30 – Adjustment\_6 & 14\_TN Dep Expense and Acc Dep.xls"), tab "Avg Net Salvage TN."

Piedmont Natural Gas Company, Inc.	company, Inc.											
Docket No. 11-00144												
CAPD DR 1-33 Response Attachment	se Attachment											
FERC	June, 2011				July, 2011				August, 2011			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal
36100												
36300												
36310												
36320												
36340					65,971							
36350												
36700												
37600	1,635,735	10,277			1,040,005	10,277	•		857,966	10,277		
37800	407,577				412,317				400,591			
37900	100,381				75,568				74,689			
38000	361,160	88,603	0	2,060	329,354	88,603	0	2,060	324,729	88,603	0	2,060
38100	63,486	6/6'6			56,471	626'6			54,213			
38200		30,596				965'08				30,596		
38300	11,046				9,795	12,233			9,302			
38400		10,470				10,470				10,470		
38500	42,584				7,259							
39000	23,019				15,107				14,856			
39200	150,000	1,882			150,000	1,882			150,000			
39210		8,978				8,978				8,978		
39400	8,400				8,400				8,400			
39700	000'09				90,000				900'09			
TOTAL UTILITY PLANT	2.863.388	173.018	0	7.060	2 230 246	173.018	0	7.060	1.954.745	173.018	0	7.060
		_	_						1. = 21.	l		

Piedmont Natural Gas C												
Docket No. 11-00144												
CAPD DR 1-33 Respons												
FERC	September, 2011				October, 2011				November, 2011	1		
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal		Retirements	Salvage	Cost of Removal
36100					498,875							
36300												
36310												
36320												
36340												
36350					58,831							
36700									3,528,433	3		
37600	800,156	10,277			788,770	10,277			1,287,177	7 10,277		
37800	238,080				163,398				5,593	3		
37900	689'9											
38000	365,856	88,603	0	090'2	478,921	88,603	0	2,060	424,944		0	7,060
38100	64,216	6/6/6			88,877	9,979				6/6'6		
38200	0	30,596				30,596			66,447			
38300	11,152	12,233				12,233			10,780	0 12,233		
38400		10,470				10,470				10,470		
38500												
39000	15,235				15,444				14,468	3		
39200	150,000	1,882			150,000				125,000			
39210		8,978				8,978				8,978		
39400	8,400				8,400				20,833	3		
39700	000'09				000'09							
TOTAL LITH ITY PLANT	1 719 784	173 D18	c	7.060	2 311 516	173 018	c	7 060	5 483 675	173 018	c	7 060
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Piedmont Natural Gas C			:									
Docket No. 11-00144												
CAPD DR 1-33 Respons												
CERC	December 2011				lanuary 2012				February 2012			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal
36100	1,519,325											
36300									5,541,299			
36310					272,493				2,127,309			
36320									13,601,370			
36340												
36350					1,314,186				8,455,157			
36700	194,783				194,783				194,783			
37600	1,248,990	10,277			1,200,026	10,277			1,245,693	10,277		
37800												
37900												
38000	424,947	88,603	0	7,060	424,952	88,603	0	7,060	424,960	3	0	7,060
38100		9,979				9,979				6/6'6		
38200	66,447				66,447	30,596			66,447	30,596		
38300	10,780	12,233			10,780	12,233			10,780			
38400		10,470				10,470				10,470		
38500												
39000	14,420				14,375				14,333			
39200	125,000	1,882			125,000	1,882			125,000	1,882		
39210		8,978				8,978				8,978		
39400	20,833				20,833				20,833			
39700												
TINA IG VTI IITII IATOT	3 628 626	173 018	c	7 080	3 6/3 875	173 018	C	7 080	31 827 964	173 01B		7.060
10 AL 011L1 1 L 513			2	, ,			,	200, 2			>	, , ,

	Cocios	Projected Cost of Removal										-	090'/											7,060
		Salvage C										,	0											0
		Projected Retirements								10,277			88,603	9,979	30,596	12,233	10,470			1,882	8,978			173,018
	May, 2012	Projected Additions F							5,136,577	1,432,811			462,405		66,447	10,780			14,222	125,000		20,833		7.269,075
		Projected Cost of Removal											2,060											7.060
	-	Projected Salvage										5	0											C
		Projected Retirements								10,277			88,603	9,979	30,596	12,233	10,470			1,882	8,978			173 018
		Projected Additions F							194,783	1,373,475			462,386		66,447	10,780			14,257	125,000		20,833		2 267 961
	\ \ \ \	Projected Cost of Removal											2,060											7 060
		Projected Salvage (											0											-
	+	Projected Retirements								10,277			88,603	6,979	30,596	12,233	10,470			1,882	8,978	0		173 018
	March, 2012	Projected Additions F							194,783	9,252,853			462,371		66,447	10,780			14,293	125,000		20,833		10 147 360
Piedmont Natural Gas C Docket No. 11-00144 CAPD DR 1-33 Respons		ACCOUNT	36100	36300	36310	36320	36340	36350	36700	37600	37800	37900	38000	38100	38200	38300	38400	38500	39000	39200	39210	39400	39700	TOTAL LITTING ANT 10 147 360

						_						
Docket No. 11-00144												
CAPD DR 1-33 Respons											,	
0 11	June 2012				Lily 2042				August 2012			
,  -	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	Additions	Retirements	Salvage	Cost of Removal	ÌΤ	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal
36100												
36300							1					
36310												
36320												
36340												
36350												
36700	194,783				194,783				194,783			
37600	1,252,011	10,277			1,251,883	10,277			1,254,548	10,277		
37800												
37900												
38000	462,428	88,603	0	2,060	462,456	88,603	0	2,060	462,488	_	0	7,060
38100		9,979				9,979						
38200	66,447	30,596			66,447	30,596			66,447	30,596		
38300	10,780				10,780	12,233			10,780	_		
38400		10,470				10,470				10,470		
38500							;					
39000	21,238				14,150				14,121			
39200	125,000				125,000	1,882			125,000			
39210		8,978				8,978				8,978		
39400	20,833				20,833				20,833			
39700												
TOTAL UTILITY PLANT	2 153 520	173.018	0	7.060	2,146,332	173,018	0	2,060	2,149,000	173,018	0	7,060

Piedmont Natural Gas C												
Docket No. 11-00144												
CAPD DR 1-33 Respons												
FERC	September, 2012				October, 2012				November, 2012			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal
36100												
36300												
36310												
36320									122,699			
36340					382,623							
36350												
36700	194,783				194,783				194,783			
37600	1,220,304	10,277			1,096,011	10,277			1,428,422	10,277		
37800												
37900												
38000	462,524		0	7,060	427,311	88,603	0	090'2	424,944	88,603	0	090'2
38100		6'6'6								9,979		
38200	66,447				66,447	30,596			66,447	30,596		
38300	10,780				10,780	12,233			10,780	12,233		
38400		10,470				10,470				10,470		
38500												
39000	14,093				14,066				14,468			
39200	125,000	1,882			125,000				125,000	1,882		
39210		8,978				8/6/8				8,978		
39400	20,833				20,833				20,833			
39700												
			G	1 000		1		7 000	270 077			030.7
TOTAL UTILITY PLANT	2,114,764	173,018	0	090'/	2,337,854	173,018	0	l nen',	2,408,376	1/3,018	0	7,060

Piedmont Natural Gas C												
Docket No. 11-00144												
CAPD DR 1-33 Respons												
FERC	December, 2012				January, 2013	13			February, 2013			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal
36100												
36300												
36310												
36320			1									
36340												
36350												
36700	194,783				194,783				194,783			
37600	1,432,156	10,277			1,435,668	10,277			1,481,215	10,277		
37800												
37900												
38000	424,947	88,603	0	2,060	424,952	88,603	0	2,060	424,960	88,603	0	2,060
38100		9,979				9,979						
38200	66,447				66,447	30,596			66,447	30,596		
38300	10,780	12,233			10,780	12,233			10,780	-		
38400						10,470				10,470		
38500												
39000	14,420				14,375				14,333			
39200	125,000	1,882			125,000	1,882			125,000			
39210		8,978				8,978				8/6/8		
39400	20,833				20,833				20,833			
39700												
TOTAL LITH ITY DI ANT	2 289 366	173 018	C	7 060	7 060 2 292 839	173.018	0	7,060	2,338,350	173,018	0	7,060
			,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4-1-1-1-1-1		•		1			

34. Provide in working excel format the forecasted plant additions, plant retirements, salvage, and the cost of removal by FERC account by month allocated by Piedmont Corporate Services to Piedmont Natural Gas Company from May 2011through February 28, 2013.

**Response:** See attached excel schedule.

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

	June, 2011			J	July, 2011			`	August, 2011
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions
37500	23,079		1		15,166				14,910
37600	385,592				384,422				380,770
38100	155,343	430,485			191,803	430,485			144,160
38110		12,749				12,749			
38120		5,461				5,461			
39000	0	0			0	0			0
39010	0				0				0
39120	4,166	211,882			4,166	211,882			4,166
39140	142,636				879,948				418,352
39200		7,023				7,023			
39210		47,454				47,454			
39700	246,716	0			197,735	0			170,791
39800	0	0			0	0			0
TOTAL UTILITY PLANT IN SERVICE	957,532	715,054	0	0	1,673,241	715,054	0	0	1,133,148
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%
TN Allocated JP Net Additions	161,631	120,701	0	0	282,443	120,701	0	0	191,275

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

			<sub>o</sub>	September, 2011				October, 2011	_	
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
NUMBER	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	
37500		)		15,290				15,498		
37600	0			384,489	0			386,287	0	
38100	430,485			216,059	430,485			181,879	430,485	
38110	12,749				12,749				12,749	
38120	5,461				5,461				5,461	
39000	0			0	0			0	0	
39010				0				0		
39120	211,882			2,067,406	211,882			4,166	211,882	
39140				446,571				3,154,363		
39200	7,023				7,023				7,023	
39210	47,454				47,454				47,454	
39700	0			130,152	0			110,544	0	
39800	0			0	0			0	0	
TOTAL UTILITY PLANT IN SERVICE	715,054	0	0	3,259,967	715,054	0	0	3,852,737	715,054	
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	
TN Allocated JP Net Additions	120,701	0	0	550,282	120,701	0	0	650,342	120,701	

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

		Z	November, 2011				December, 2011	111
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements
37500			192,294				193,217	
37600			983,136	0			983,802	0
38100			138,612	430,485			353,127	430,485
38110				12,749				12,749
38120				5,461				5,461
39000			0	0			0	0
39010			14,106				14,095	
39120			6,250	211,882			6,250	211,882
39140			156,764				190,546	
39200				7,023				7,023
39210				47,454				47,454
39200			120,594	0			120,533	0
39800			12,275	0			12,252	0
TOTAL UTILITY PLANT IN SERVICE	0	0	1,624,030	715,054	0	0	1,873,820	715,054
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%
TN Allocated JP Net Additions	0	0	274,136	120,701	0	0	316,301	120,701

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

		7	January 2012				February, 2012	2	
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage
37500	1		224,052				224,808		
37600			983,865	0			983,382	0	
38100			318,280	430,485			352,191	430,485	
38110			•	12,749				12,749	
38120				5,461				5,461	
39000			0	0			0	0	
39010			14,084				14,072		
39120			1,486,329	211,882			6,250	211,882	
39140			126,774				126,875		
39200				7,023				7,023	
39210				47,454				47,454	
39700			149,445	0			197,885	0	
39800			12,230	0			12,206	0	
TOTAL UTILITY PLANT IN SERVICE	0	0	3,315,058	715,054	0	0	1,917,669	715,054	0
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%
TN Allocated JP Net Additions	0	0	559,582	120,701	0	0	323,703	120,701	0

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

	Σ	March, 2012				April, 2012		
ACCOUNT		Projected	Projected	Projected	Projected	Projected	Projected Potizonente	Projected Salvago
NUMBER	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Keniems	Salvage
37500		225,492				111,077	•	
37600		982,402	0			980,972	0	
38100		278,902	430,485			214,039	430,485	
38110			12,749				12,749	
38120			5,461				5,461	
39000		71,429	0			71,429	0	
39010		14,061				14,050		
39120		6,250	211,882			6,250	211,882	
39140		2,476,786				126,973		
39200			7,023				7,023	
39210			47,454				47,454	
39700		342,635	0			453,582	0	
39800		12,184	0			12,162	0	
TOTAL UTILITY PLANT IN SERVICE	0	4,410,141	715,054	0	0	2,105,568	715,054	0
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%
TN Allocated JP Net Additions	0	744,432	120,701	0	0	355,420	120,701	0

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

	2	lay, 2012			Ī	June, 2012			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
NUMBER	8	al Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	
37500		226,671				197,178			
37600		1,108,287	0			1,106,466	0		
38100		521,601	430,485			174,173	430,485		
38110		•	12,749				12,749		
38120			5,461				5,461		
330008		71,429	0			71,429	0		
39010		14.038				21,079			
39120		6,250	211,882			6,250	211,882		
39140		380,049				2,273,947			
00088		•	7.023				7,023		
30210			47,454				47,454		
39700		598 132	0			689,329	0		
39800		12,138	0			19,167	0		
TOTAL UTILITY PLANT IN SERVICE	0	2,938,596	715,054	0	0	4,559,018	715,054	0	
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	
TN Allocated JP Net Additions	0	496,035	120,701	0	0	769,562	120,701	0	

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

	7	uly, 2012				August, 2012			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal
37500		197,637				198,052			
37600		1,104,184	0			1,101,482	0		
38100		210,750	430,485			251,989	430,485		
38110			12,749				12,749		
38120			5,461				5,461		
39000		71,429	0			71,429	0		
39010		14,010				13,998			
39120		6,250	211,882			6,250	211,882		
39140		1,749,270				230,146			
39200			7,023				7,023		
39210			47,454				47,454		
39700		601,887	0			490,246	0		
39800		12,087	0			12,062	0		
TOTAL UTILITY PLANT IN SERVICE		3,967,503	715,054	0	0	2,375,655	715,054	0	0
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%
TN Allocated JP Net Additions	0	669,714	120,701	0	0	401,010	120,701	0	0

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

	Contember 2012				October 2012	~			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	
37500	198,428				198,768				
37600	1,098,397	0			1,072,636	0			
38100	235,784	430,485			201,725	430,485			
38110	•					12,749			
38120		5,461				5,461			
33000	71,429	0			0	0			
39010	13,987				13,975				
39120	6,250	211,882			6,250	211,882			
39140	171,086				275,537				
39200	•	7,023				7,023			
39210		47,454				47,454			
39700	489,880	0			435,773	0			
39800	12,039	0			11,116	0			
TOTAL UTILITY PLANT IN SERVICE	2,297,279	715,054	0		2,215,781	715,054	0	0	
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	, 16.88%	16.88%	16.88%	16.88%	16.88%	
TN Allocated JP Net Additions	387,781	120,701	0	0	374,024	120,701	0	0	

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

	November 2012				December, 2012	112		ي	January, 2013
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
NUMBER	Additions	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	Additions
37500	7,118		)		6,442				5,830
37600	30,794	0			27,868	0			25,219
38100	25,429	430,485			25,586	430,485			25,743
38110		12,749				12,749			
38120		5,461				5,461			
39000	0	0			0	0			0
39010	1,078				1,085	0			1,091
39120		211,882			0	211,882			0
39140	126,326				126,605				126,774
39200		7,023				7,023			
39210		47,454				47,454			
39700	347,410	0			347,217	0			375,993
39800	0	0			0	0			0
TOTAL UTILITY PLANT IN SERVICE	538,156	715,054	0	0	534,802	715,054	0	0	560,650
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%
TN Allocated JP Net Additions	90,841	120,701	0	0	90,275	120,701	0	0	94,638

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-34 Response Attachment

				February 2013	er.			
ACCOUNT	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
NUMBER	Retirements	Salvage	Cost of Removal	Additions	Retirements	Salvage	Cost of Removal	
37500				5,276				
37600	0			22,823				
38100	430,485			25,901	430,485			
38110	12,749				12,749			
38120	5,461				5,461			
39000	0			0				
39010	0			1,098				
39120	211,882			0	211,882			
39140				126,875				
39200	7,023				7,023			
39210	47,454				47,454			
39700	0			424,298				
39800	0			0				
TOTAL UTILITY PLANT IN SERVICE	715,054	0	0	606,270	715,054	0	0	
Tennessee Net Plant Percentage	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	16.88%	
TN Allocated JP Net Additions	120,701	0	0	102,338	120,701	0	0	

35, Provide in working excel format the actual Construction Work in Progress for Piedmont Natural Gas Company (Tennessee Operations) at May 31, 2011.

**Response:** See the attached excel schedule.

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-35 Response Attachment

At May 31, 2011, the balance in Construction Work in Progress for Tennessee Operations \$23,351,460. Effective May 1, 2010, Piedmont implemented a new fixed asset and capital expenditure tracking application called PowerPlant. PowerPlant does not maintain capital expenditures at the FERC account level. However, based on the current estimates included in the preparation of each project, the Construction Work in Progress for Tennessee Operations as of May 31, 2011 is as follows:

Account	Amount
36100	29,060
36300	3,950,366
36310	1,329,446
36320	9,578,034
36340	3,471
36350	3,169,930
36700	485,716
36900	18,381
37420	2,027,966
37600	2,460,806
37800	15,776
37900	3,101
38500	82,405
39010	44,844
39200	(14,485)
39400	132,034
39600	36,899
39700	5,681
39997	(7,971)
	23,351,460

36. Provide in working excel format the actual Construction Work in Progress allocated by Piedmont Corporate Services to Piedmont Natural Gas Company (Tennessee Operations) at May 31, 2011.

**Response:** See the attached excel schedule.

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-36 Response Attachment

At May 31, 2011, the balance in Construction Work in Progress for Corporate Joint Property allocated to Tennessee Operations was \$573,636 (16.88% of \$3,398,317). Effective May 1, 2010, Piedmont implemented a new fixed asset and capital expenditure tracking application called PowerPlant. PowerPlant does not maintain capital expenditures at the FERC account level. However, based on the current estimates included in the preparation of each project, the Construction Work in Progress for Corporate Joint Property allocated to Tennessee Operations is as follows:

Account	Amount	TN %	TN Amount
37800	1,808	16.88%	305
39000	1,050,025	16.88%	177,244
39010	501	16.88%	85
39100	4,166	16.88%	703
39110	1,897,206	16.88%	320,248
39120	247,979	16.88%	41,859
39140	51,557	16.88%	8,703
39200	-14,059	16.88%	(2,373)
39400	26,364	16.88%	4,450
39600	27,410	16.88%	4,627
39700	28,815	16.88%	4,864
39800	76,545	16.88% _	12,921
_			
	3,398,317		573,636

37. Provide in working excel format the actual Materials & Supplies for Piedmont Natural Gas Company (Tennessee Operations) at May 31, 2011.

**Response:** See excel attachment.

Piedmont Natural Gas Company, In.c Docket No. 11-00144 CAPD DR 1-37 Response Attachment

The actual Materials & Supplies for Piedmont Natural Gas Company (Tennessee Operations) at May 31, 2011 was \$21,792.

38. Provide all work papers, calculations, and supporting documentation for Piedmont's Natural Gas (Tennessee Operations) forecast of Stored Gas Inventory from May 31, 2011 to February 28, 2013. Include in your response all monthly injections and withdrawals of LNG from stored gas inventory (dollars and volumes).

**Response:** See the attached PDF and CONFIDENTIAL excel attachments.

CME Group » Energy » Henry Hub Natural Gas

### **Energy Products**





## Henry Hub Natural Gas Futures

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Trade Date Monday, August 15 2011

/onth	Open	High	Low	Last	Change	Settle	Estimated	Prior Day
	·				-	4.024	Volume 114,083	Open Interest 131,856
EP 11	4.012	4.062	3.950	4.060 3.975	036	4.024	57,603	151,722
CT 11	4.034	4.073	3.965	4,140	032	4.184	33,537	180,826
OV 11	4.163	4.215	4.118		030	4.411	20,528	74,186
EC 11	4,390	4.440	4.350	4.370	024	4.505	25,578	131,37
AN 12	4.481	4.534	4.445	4.515	4 4 4	4.508	7,897	30,17
EB 12	4.493	4.536B	4.448	4.520	023	4.474	6,622	48,45
AR 12	4.458	4.502	4.414	4.430	021	and the second	8,600	60,22
PR 12	4.410	4.457	4.378	4.440	018	4.432	993	14,07
IAY 12	4.451	4.481	4.408A	4,420	018	4.459		12,54
UN 12	4.474	4.516B	4.444	4.499B	017	4.494	1,754	10,66
LY 12	4.495	4.556B	4.484	4.540B	017	4.535	738	
UG 12	4,515	4.580B	4,508A	4.564B	016	4.558	681	9,83
EP 12	4.519	4.582B	4.510A	4.570B	013	4.563	521	7,14
CT 12	4.588	4.613B	4.535	4.599B	012	4.593	1,876	37,47
IOV 12	4.708	4.770B	4.702	4.757B	006	4.753	320	6,74
EC 12	4.947	5.005	4.938	5.000	+.001	4.990	144	12,04
AN 13	5.079	5.130	5.079	5.120	+.003	5.119	432	18,34
EB 13	5.106	5,106	5.054A	5.102	+.004	5.092	14	2,5
1AR 13	4.994	5.020	4,994	5.020	+.007	5.022	46	10,63
PR 13	4.840	4.880	4.825	4.880	+.012	4.866	37	5,5
AY 13	4.857	4.857	4.857	4.857	+.013	4.880	2	1,6
UN 13	4.892	4.912B	4.886A	4.912B	+.013	4.913		1,47
JLY 13	4.930	4.951B	4.923A	4.951B	+.014	4.950	5 :	1,30
UG 13	4.954	4.975B	4.935	4.935	+.014	4.971	12	
SEP 13	-1	- :	• :	-	+.015	4,976	<u> </u>	9
OCT 13		5.011B	4.982A	5.011B	+.015	5.011	8	2,4
10V 13	-		- ;	-	+.015	5.143		
DEC 13	5.360	5.361B	5.360	5.361B	+.015	5.370	1	6,0
JAN 14			- :	-	+.015	5.484	6	3,6
FEB 14	_	-	-	-	+.015	5.452		4
MAR 14	· · · · · · · · · · · · · · · · · · ·	· · · · · · ·	- 1		+.015	5.370	-	7
APR 14		• :		· · · · · ·	+.025	5.125	<b>-</b> .	3,1
MAY 14	T 25			-	+.028	5.136	·	4
UN 14	· · · · · · · · · · · · · · · · · · ·		· · · · - T		+.028	5.164		2
JLY 14		- :	- }	-	+.029	5.199	-	4
AUG 14			_ `		+.030	5.226		2
SEP 14	-	-			+.031	5.233	- ,	4
DCT 14	1	· · · · · · · · · · · · · · · · · · ·	_ :		+.031	5.266	- '	8
NOV 14	4				+.031	5.397	- 1	2
DEC 14	+::	- :		-	+.031	5.620	- ;	5
JAN 15					+.031	5.735		. 5
FEB 15					+.031	5.701		1
MAR 15	1				+.031	5.619	-	4
	5.280	5.285B	5.280	5.285B	+.049	5.352	4	1,7
APR 15	J.20U				+.049	5,360		5
MAY 15 JUN 15					+.049	5.392		1,2
	- ,	•	[-]		+.049	5.428	-	1
JLY 15		<del>.</del> .			+.049	5.458		
AUG 15		-	-	-	7.073	3.400		1

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

39. Provide all work papers, calculations, and supporting documentation for Piedmont's Natural Gas (Tennessee Operations) forecast of Stored Gas Inventory using the NYMEX future price at May 31, 2011.

**Response:** See the CONFIDENTIAL excel attachment.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

40. Provide all work papers, calculations, and supporting documentation for Piedmont's Natural Gas (Tennessee Operations) forecast of Deferred Rate Case.

**Response:** See the CONFIDENTIAL workpaper provided in MFR 25, file 29 ("29 - Adjustment\_5U\_Deferred Rate Case Expense Attrition Adjustment.xls"). Also see the CONFIDENTIAL PDF and excel attachments provided herein, which detail the rate case expenses incurred to date.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

41. Provide the actual Accumulated Deferred Income Taxes per Piedmont Natural Gas Company (Tennessee Operations) Exhibit PKP-1, Schedule 3, Line 25 at May 31, 2011and monthly net additions through February 28, 2013.

**Response:** See the CONFIDENTIAL attachment.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

42. Provide the actual Accumulated Deferred Income Taxes per Piedmont Corporate Services Exhibit PKP-1, Schedule 3, Line 25 at May 31, 2011and monthly net additions through February 28, 2013 allocated to Piedmont Natural Gas Company (Tennessee Operations) at May 31, 2011 and monthly net additions through February 28, 2013.

**Response:** See the CONFIDENTIAL attachment provided in the Company's response to Item 41 of this data request.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

43. Provide the actual Contributions in Aid of Construction per Piedmont Natural Gas Company (Tennessee Operations) Exhibit PKP-1, Schedule 3, Line 21 at May 31, 2011 and monthly net additions through February 28, 2013.

**Response:** The actual Contributions in Aid of Construction at May 31, 2011, and the computation of the projected balance for the Attrition Period are shown in MFR 25, file 1 ("1 – SUMMARY SCHEDULES.xls"), tab "Rate Base", rows 42 thru 70.

44. Provide the actual Customer Advances for Construction per Piedmont Natural Gas Company (Tennessee Operations) Exhibit PKP-1, Schedule 3, Line 20 at May 31, 2011 and monthly net additions through February 28, 2013.

**Response:** Exhibit PKP-1, Schedule 3, Line 20 shows a zero balance in Customer Advances for Construction for both the Test Period and the Attrition Period. In September 2009, the Company recorded an entry to transfer the balance in account 25222, Customer Advances for Construction, Nashville to Account 27100, Contributions in Aid of Construction.

45. Provide the formula for the "adjustment recommended by Ibbotson Associates" referenced on page 43 of Dr. Murry's testimony and explain how it was applied by Dr. Murry. Include the calculations performed by Dr. Murry in following this method.

**Response:** See the PDF and excel attachments.

### **Piedmont Natural Gas**

## **Proposed Capital Structure**

(in millions)

	Item	Amount	Proportion
Long Term Debt		\$774,072	41.4%
Short Term Debt		\$109,667	5.9%
Common Equity		\$985,020	52.7%
Total		\$1,868,759	100.0%

Source: Piedmont Natural Gas Work Papers

TRA Docket No. 11-00144 CAPD DR 1-45 Response Attachment 1 of 2

Piedmont Natural Gas

Proposed Cost of Capital

(in millions)

ltem	Amount	Share	Embedded Cost	Embedded Weignted Cost Average Cost
Long Term Debt	\$774,072 41.4% 6.05%	41.4%	6.05%	2.51%
Short Term Debt	\$109,667	5.9%	5.9% 1.59%	%60.0
Common Equity	\$985,020	52.7%	52.7% 11.25%	5.93%
Total	\$1,868,759	100%		8.53%

Source: Piedmont Natural Gas Work Papers

## TRA Docket No. 11-00144 CAPD DR 1-45 Response Attachment 1 of 2

## Piedmont Natural Gas

## Comparable Gas Distribution Companies

## Comparison of After-Tax Times Interest Earned Ratios

Piedmont Natural Gas	@11.25% ROE	3.28
Atmos Energy Corp. New Jersey Resources Northwest Natural Gas South Jersey Industries Southwest Gas		2.82 9.75 2.73 4.98 2.44 4.01
WGL Holdings  Comparable Companies' Average		4.45
•		

Source: Value Line Investment Survey

TRA Docket No. 11-00144 CAPD DR 1-45 Response Attachment 1 of 2

Piedmont Natural Gas Comparison of After-Tax Times Interest Earned Ratios

Source: Value Line Investment Survey

## Chapter 7

## Firm Size and Return

#### The Firm Size Phenomenon

One of the most remarkable discoveries of modern finance is that of a relationship between firm size and return. The relationship cuts across the entire size spectrum but is most evident among smaller companies, which have higher returns on average than larger ones. Many studies have looked at the effect of firm size on return. In this chapter, the returns across the entire range of firm size are examined.

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### Size and Liquidity

Capitalization is not necessarily the underlying cause of the higher returns for smaller companies. While smaller companies are usually less liquid, with fewer shares traded on any given day, not all companies of the same size have the same liquidity. Stocks that are more liquid have higher valuations for the same cash flows because they have a lower cost of capital and commensurately lower returns on average. Stocks that are less liquid have a higher cost of capital and higher returns on average.

While it would be very useful to estimate the equity cost of capital of companies that are not publicly traded, there is not a direct measure of liquidity for these companies because there are no public trades. Thus, there is usually no share turnover, no bid/ask spreads, etc. in which to measure liquidity. Even though liquidity is not directly observable, capitalization is; thus the size premium can serve as a partial measure of the increased cost of capital of a less liquid stock.

Size premiums presented in this book are measured from publicly traded companies of various sizes and therefore do not represent the full cost of capital for non-traded companies. The valuation for a non-publicly traded company should also reflect a discount for the very fact that it is not traded. This would be an liquidity discount and could be applied to the valuation directly, or alternatively reflected as an liquidity premium in the cost of capital.

This chapter does not tell you how to estimate this incremental liquidity valuation discount (or cost of capital liquidity premium) that is not covered by the size premium. At the end of this chapter, we show some empirical results on the impact of liquidity on stock returns.

#### **Construction of the Decile Portfolios**

The portfolios used in this chapter are those created by the Center for Research in Security Prices (CRSP) at the University of Chicago's Graduate School of Business. CRSP has refined the methodology of creating size-based portfolios and has applied this methodology to the entire universe of NYSE/AMEX/NASDAQ-listed securities going back to 1926.

The New York Stock Exchange universe excludes closedend mutual funds, preferred stocks, real estate investment trusts, foreign stocks, American Depository Receipts, unit investment trusts, and Americus Trusts. All companies on the NYSE are ranked by the combined market capitalization of their eligible equity securities. The companies are then split into 10 equally populated groups, or deciles. Eligible companies traded on the NYSE, the NYSE Amex Equities (AMEX), and the Nasdaq National Market (NASDAQ) are then assigned to the appropriate deciles according to their capitalization in relation to the NYSE breakpoints. The portfolios are rebalanced, using closing prices for the last trading day of March, June, September, and December. Securities added during the quarter are assigned to the appropriate portfolio when two consecutive month-end prices are available. If the final NYSE price of a security that becomes delisted is a month-end price, then that month's return is included in the quarterly return of the security's portfolio. When a month-end NYSE price is missing, the month-end value of the security is derived from merger terms, quotations on regional exchanges, and other sources. If a month-end value still is not determined, the last available daily price is used.

In October 2008, NYSE Euronext acquired the American Stock Exchange (AMEX) and rebranded the index as NYSE Amex Equities. To ease confusion, we will continue to refer to this index as AMEX through out this chapter.

Table 7-1: Size-Decile Portfolios of the NYSE/AMEX/NASDAQ Number of Companies, Historical and Recent Market Capitalization

	Historical Average		Recent Decile	Recent
	Percentage	Recent	Market	Percentage
	of Total	Number of	Capitalization	of Total
Decile	Capitalization	Companies	(in Thousands)	Capitalization
1-Largest	63.26%	168	8,586,385,656	62.30%
2	13.94	181	1,873,378,709	13.59
3	7.53	187	1,022,604,243	7.42
4	4.71	165	594,702,185	4.32
5	3.24	213	482,327,242	3.50
6	2.39	230	360,140,550	2.61
7	1.76	287	304,948,414	2.21
8	1.31	361	239,018,595	1.73
9	1.03	491	181,744,805	1.32
10-Smallest	0.83	1,320	136,119,075	0.99
Mid-Cap 3-5	15.48	585	2,099,633,670	15.24
Low-Cap 6-8	5.46	878	904,107,559	6.56
Micro-Cap 9-10	1.86	1,811	317,863,880	2.31

Data from 1926-2010. Source: Morningstar and CRSP, Calculated (or Derived) based on data from CRSP US Stock Database and CRSP US Indices Database @2011 Center for Research in Security Prices (CRSP®), The University of Chicago Booth School of Business. Used with permission.

Historical average percentage of total capitalization shows the average, over the last 85 years, of the decile market values as a percentage of the total NYSE/AMEX/NASDAQ calculated each month. Number of companies in deciles, recent market capitalization of deciles and recent percentage of total capitalization are as of September 30, 2010.

Table 7-2: Size-Decile Portfolios of the NYSE/AMEX/NASDAQ, Largest Company and Its Market Capitalization by Decile

	Recent Market	
	Capitalization	
Decile	(in Thousands)	Company Name
1-Largest	\$314,622,574	Exxon Mobil Corp.
2	15,079,529	H.J. Heinz Co.
3	6,793,876	Ameren Corp.
4	3,710,985	Timken Co.
5	2,509,152	Compass Minerals Intl Inc.
3	1,775,966	Trinity Industries Inc.
7	1,212,290	Delphi Financial Group
}	771,789	RSC Holdings Inc.
}	477,539	DSW Inc.
10-Smallest	235,647	McClatchy Co.

Source: Morningstar and CRSP. Calculated (or Derived) based on data from CRSP US Stock Database and CRSP US Indices Database ©2011 Center for Research in Security Prices (CRSP®), The University of Chicago Booth School of Business. Used with permission. Market capitalization and name of largest company in each decile as of September 30, 2010.

Base security returns are monthly holding period returns. All distributions are added to the month-end prices, and appropriate price adjustments are made to account for stock splits and dividends. The return on a portfolio for one month is calculated as the weighted average of the returns for its individual stocks. Annual portfolio returns are calculated by compounding the monthly portfolio returns.

#### Size of the Deciles

Table 7-1 reveals that the top three deciles of the NYSE/AMEX/NASDAQ account for most of the total market value of its stocks. Nearly two-thirds of the market value is represented by the first decile, which currently consists of 165 stocks, while the smallest decile accounts for just over one percent of the market value. The data in the second column of Table 7-1 are averages across all 85 years. Of course, the proportion of market value represented by the various deciles varies from year to year.

Columns three and four give recent figures on the number of companies and their market capitalization, presenting a snapshot of the structure of the deciles as of September 30, 2010.

Table 7-2 gives the current breakpoints that define the composition of the NYSE/AMEX/NASDAQ size deciles. The largest company and its market capitalization are presented for each decile. Table 7-3 shows the historical breakpoints for each of the three size groupings presented throughout this chapter. Mid-cap stocks are defined here as the aggregate of deciles 3-5. Based on the most recent data (Table 7-2), companies within this mid-cap range have market capitalizations at or below \$6,793,876,000 but greater than \$1,775,966,000. Low-cap stocks include deciles 6-8 and currently include all companies in the NYSE/AMEX/NASDAQ with market capitalizations at or below \$1,775,966,000 but greater than \$477,539,000. Micro-cap stocks include deciles 9-10 and include companies with market capitalizations at or below \$477,539,000. The market capitalization of the smallest company included in the micro-capitalization group is currently \$1,222,000.

## Presentation of the Decile Data

Summary statistics of annual returns of the 10 deciles over 1926–2010 are presented in Table 7-4. Note from this exhibit that both the average return and the total risk, or standard deviation of annual returns, tend to increase as one moves from the largest decile to the smallest. Furthermore, the serial correlations of returns are near zero for all but the smallest deciles. Serial correlations and their significance will be discussed in detail later in this chapter.

**Table 7-3**Size-Decile Portfolios of the NYSE/AMEX/NASDAQ:
Largest and Smallest Company by Size Group (Continued)

1926-1965

	Capitalization of	Largest Company (in T	nousands)	Capitalization of		
Date	Mid-Cap	Low-Cap	Micro-Cap	Mid-Cap	Low-Cap	Micro-Ca
Sept 30)	3–5	6-8	9-10	3–5	6–8	9–10
1926	<b>\$</b> 62,865	\$14,128	<b>\$4</b> ,188	\$14,363	\$4,200	\$31
1927	74,498	16,200	4,560	16,250	4,613	41
1928	89,494	21,350	5,976	21,500	6,028	82
1929	109,463	23,194	5,749	23,386	5,769	70
1930	59,033	11,550	2,413	11,557	2,422	24
1931	27,750	5,171	1,079	5,250	1,088	10
1932	26,240	4,175	1,006	4,187	1,013	49
1933	36,313	6,192	1,499	6,208	1,515	88
1934	32,663	- 5,813	1,440	5,875	1,443	63
1935	41,652	8,247	1,875	8,249	1,888	47
1936	53,606	12,917	3,294	13,031	3,325	90
1937	42,384	10,888	2,928	10,896	2,933	83
1938	40,140	8,574	2,213	8,660	2,235	53
1939	40,533	9,836	2,721	9,862	2,749	100
1940	32,813	8,832	2,100	8,867	2,112	93
1941	33.333	8,800	2,396	8,813	2,431	82
1942	28,091	7,308	2,040	7,372	2,052	145
1943	43,425	11,060	3,652	11,100	∙3,718	291
1944	45,659	13,466	4,820	13,500	4,875	328
1945	58,029	18,910	7,205	18,947	7,228	642
1946	59,575	18,070	7,080	18,075	7,132	613
1947	61,443	18.464	6,689	18,506	6,711	630
1948	58,468	17.216	6,281	17,224	6,297	665
1949	61,264	16,503	5,668	16,564	5,670	455
1950	72,628	20,904	7,326	21,021	7,363	605
1951	92.894	25.493	B,438	25,549	8,441	699
1952	94,051	25,114	8,366	25,118	8,428	480
1953	92,790	23,808	7,650	23,836	7,688	355
1954	134,699	31,612	9,328	31,625	9,444	509
1955	162,221	42,120	12,215	42,485	12,276	600
1956	178,589	45,750	13,283	45,765	13,298	601
1957	170,079	42,234	12,552	42,470	12,650	601
1958	219,269	52.572	15,513	52,601	15,561	800
1959	243,709	61,458	19,200	61,620	19,278	1,768
1960	240,600	58,590	18,340	58,591	18,480	775
1961	308,900	74,919	22,762	75,082	22,770	2,160
1962	252,500	60,771	19,327	61,053	19,346	236
1963	310,626	74,531	24,827	74,556	24,852	158
	358,730	81,950	27,931	82,429	28,092	278
1964 1965	411,397	91,550	31,533	92,442	31,650	339

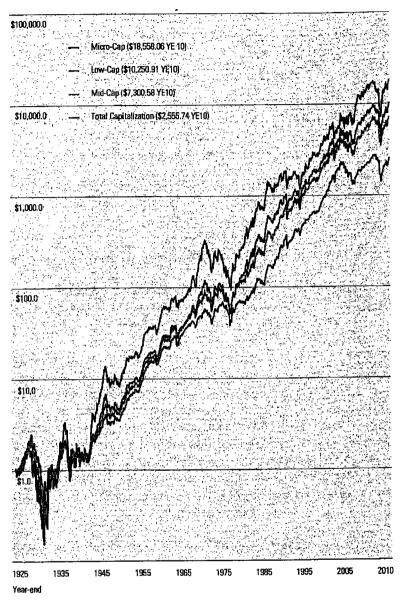
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Size-Decile Portfolios of the NYSE/AMEX/NASDAO: Largest and Smallest Company by Size Group (Continued)

1966--2010

Date	Capitalizatio	on of Largest Company (in		Capitalization	of Smallest Company (in	Thousandel
(Sept 30)	Mid-Cap	Low-Cap	Місто-Сар	Mid-Cap	Low-Cap	Micro-C
1966	. 3–5	6-8	9-10	3–5	6–8	9-10
1967	355,976	86,301	29,616	86,309	29,628	162
1968	494,221	132,178	48,139	132,271	48,182	519
1969	545,337	156,776	62,725	156,914	62,920	2,661
1970	496,371	141,542	48,785	142,010	48,840	1,384
	452,155	115,353	37,038	116,246	37,071	1,216
1971 1972	540,926	140,357	44,888	140,397	44,907	908
d 0 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0	550,011	140,676	41,938	140,711	41,958	996
1973	507,165	116,042	33,930	116,087	33,941	593
1974	278,010	61,009	18,020	61,379	18.032	244
1975	413,863	90,766	25,638	90,787	25,692	
1976	554,693	120,260	34,541	120,379	34.542	468
1977	567,353	138,534	39,245	138,707	39,398	362
1978	626,508	180,503	52,850	181,148		617
1979	722,753	196,852	56,404	197,312	52,875	1,071
1980	843,224	232,001	60,516	232,504	56,420	798
1981	848,189	221,008	58,385		60,550	1,197
982	857,822	229.809	60,007	223,672	58,451	1,248
983	1,223,644	360,242	99,038	230,450	60,138	943
984	1,192,530	340,262	91.162	360,591	99,444	1,689
985	1,328,504	341,504	90,773	340,950	91,492	1,935
986	1,757,617	394,738	96,391	342,770	91,018	750
987	2,145,644	499,940		395,134	96,480	656
988	1,928,870	432,006	116,458 96.064	500,270	116,553	811
989	2,332,567		*****************************	434,359	96,086	308
990	1,809,083	515,156 360,000	103,620	517,276	104,005	391
391	2,321,976		71,792	360,715	71,825	199
992	**	492,945	90,285	493,636	90,317	166
193	2,471,131	512,510	102,376	513,251	102,969	325
994	2,835,393	614,015	147,083	619,625	147,276	559
995	2,630,763	633,433	151,759	633,578	151,814	817
96	2,999,061	690,600	168,873	692,893	168,877	749
197	3,222,158	747,859	192,659	748,150	192,788	1.405
98	3,936,936	942,616	260,119	944,497	260,269	1,650
Tr. I haveness a second and a	3,537,903	723,517	192,465	724,133	192,864	515
99	3,715,994	801,711	201,787	803,529	201,817	1,123
00	4,592,543	922,582	189,370	922,800	189,474	1,287
01	4,169,705	913,122	211,085	913,428	211,101	418
02	3,998,995	926,123	242,171	926,647	242,226	***********
03	5,180,303	1,241,508	365,091	1,243,618	365,772	269
04	6,320,713	1,558,386	512,655	1,560,109	512.954	1,563
05	7,590,867	1,806,555	593,522	1,810,905		1,293
06	7,913,370	1,985,969	639,397	1,988,656	593,581	1,611
17	8,677,165	2,292,931	631,865	2,293,645	639,915	1,746
)8	5,840,629	1,680,752	442,559	2,253,645 1,688,943	631,888	1,422
)9	5,936,147	1,600,169	431,256		442,596	1,462
0	6,793,876	1,775,966	477,539	1,602,429	432,175	1,007
	-,,	.,, ,,,,,,,,	7//,005	1,778,756	478,102	1,222

Graph 7-1: Size-Decile Portfolios of the NYSE/AMEX/NASDAQ
Wealth Indices of Investments in Mid-, Low-, Micro-, and Total Capitalization Stocks
Index (Year-End 1925 = \$1.00)



Data from 1925-2010.

Graph 7-1 depicts the growth of one dollar invested in each of three NYSE/AMEX/NASDAQ groups broken down into mid-cap, low-cap, and micro-cap stocks. The index value of the entire NYSE/AMEX/NASDAQ is also included. All returns presented are value-weighted based on the market capitalizations of the deciles contained in each subgroup. The sheer magnitude of the size effect in some years is noteworthy. While the largest stocks actually declined 9 percent in 1977, the smallest stocks rose more

than 20 percent. A more extreme case occurred in the depression-recovery year of 1933, when the difference between the first and tenth decile returns was far more substantial, with the largest stocks rising 46 percent, and the smallest stocks rising 218 percent. This divergence in the performance of small and large company stocks is a common occurrence.

Table 7-4: Size-Decile Portfolios of the NYSE/AMEX/NASDAQ Summary Statistics of Annual Returns

	Geometric	Arithmetic	Standard	Serial
Decile	Mean	Mean	Deviation	Correlation
1-Largest	9.1	10.9	19.3	0.07
2	10.5	12.9	22.3	0.01
3 -	10.9	13.6	23.8	-0.03
4	10.8	13.9	26.0	-0.02
5	11.4	14.8	26.8	-0.03
6	11.4	15.0	27.5	0.02
7	11.4	15.4	29.7	0.01
В	11.6	16.5	34.3	0.05
9	11.7	17.2	36.5	0.04
10-Smallest	13.3	21.0	44.9	0.14
Mid Cap	11.0	13.9	24.9	-0.03
Low Cap	11.5	15.4 ·	29.3	0.02
Micro	12.3	18.4	39.0	0.07
NYSE/AMEX/	9.7	11.7	20.4	0.02

NASDAQ Total Value Weighted Index

Data from 1926–2010. Source: Morningstar and CRSP. Calculated (or Derived) based on data from CRSP US Stock Database and CRSP US Indices Database @2011 Center for Research in Security Prices (CRSP®), The University of Chicago Booth School of Business. Used with permission.

Results are for quarterly re-ranking for the deciles. The small company stock summary statistics presented in earlier chapters comprise a re-ranking of the portfolios every five years prior to 1982.

#### Aspects of the Firm Size Effect

The firm size phenomenon is remarkable in several ways. First, the greater risk of small stocks does not, in the context of the capital asset pricing model (CAPM), fully account for their higher returns over the long term. In the CAPM only systematic, or beta risk, is rewarded; small company stocks have had returns in excess of those implied by their betas.

Second, the calendar annual return differences between small and large companies are serially correlated. This suggests that past annual returns may be of some value in predicting future annual returns. Such serial correlation, or autocorrelation, is practically unknown in the market for large stocks and in most other equity markets but is evident in the size premia.

46. Provide a copy of the entire summary table in Ibbotson Associates 2011 SBBI Yearbook: Valuation Edition referenced on Dr. Murry's schedules DAM-21 and DAM-22 that shows the Total Returns, Income Returns, and Capital Appreciation for Basic Asset Classes. This should include the summary statistics for annual returns for Large Company Stocks, Long-Term Corporate Bonds, Long Term Government Bonds, Intermediate Term Government Bonds, and Treasury Bills as well as any other asset classes utilized by Dr. Murry.

**Response:** See attachment.

Table C-1

Key Variables in Estimating the Cost of Capital

	Value
Yields (Riskless Rates) <sup>1</sup>	
Long-term (20-year) U.S. Treasury Coupon Bond Yield	4.1%
Equity Risk Premium <sup>2</sup>	
Long-horizon expected equity risk premium (historical): large company stock total	6.7
returns minus long-term government band income returns	
Long-horizon expected equity risk premium (supply side): historical equity risk premium minus price-to-earnings ratio calculated using three-year average earnings	6.0
Size Premium <sup>3</sup>	

	Market Capitalization		Market Capitalization	Size Premium
	of Smallest Company		of Largest Company	(Return In
Decile	(in millions)		(in millions)	Excess of CAPM)
Mid-Cap (3–5)	\$1,778.756	_	\$6,793.876	1.20%
Low-Cap (6–8)	478.102	_	1,775.966	1.98
Micro-Caρ (9–10)	1.222		477.539	4.07
Breakdown of Deciles 1-10				
1-Largest	15,273.943	-	314,622.574	-0.3B
2	6,895.258	_	15,079.529	0.81
3	3,714.445	_	6,793.876	1.01
4	2,512.137	-	3,710.985	1.20
5	1,778.756	_	2,509.152	1.81
6	1,214.679	_	1,775.966	1.82
7	772.795	·-	1,212.260	1.88
В	478.102	_	771.789	2.65
9	235.725	_	477.539	2.94
10-Smallest	1.222		235.647	6.36
Breakdown of the 10th Decile				
10a	143.887	_	235.647	4.55
10w	179.554	_	235.647	3.99
10x	143.887		179.316	4.96
10b	1.222	_	143.379	10.06
10y	85.706	_	143.379	9.15
10z	1.222		85.670	12.06

<sup>1</sup> As of December 31, 2010. Maturity is approximate.

Note: Examples on how these variables can be used are found in Chapters 3 and 4.

<sup>&</sup>lt;sup>2</sup> See chapter 5 for complete methodology.

<sup>3</sup> See chapter 7 for complete methodology.

Table 2-1: Total Returns, Income Returns, and Capital Appreciation of the Basic Asset Classes: Summary Statistics of Annual Returns

4	Geometric	Arithmetic	Standard	Serial
	Mean	Mean	Deviation	Correl-
Series	(%)	(%)	(%)	ation
Large Company Stocks				
Total Returns	9.9	11.9	20.4	0.02
Income	4.1	4,1	1.6	0.90
Capital Appreciation	5.5	7.5	19.7	0.01
lbhotson Small Compar	ry Stocks			
Total Returns	12.1	16.7	32.6	0.06
Mid-Cap Stocks*				e de combine de co
Total Returns	11.0	13.9	24.9	-0.03
Income	3.9	3.9	1.7	0.90
Capital Appreciation	6.9	9.7	24.2	-0.04
Low-Cap Stocks*				
Total Returns	11.5	15.4	29.3	0.02
Income	3.6	3.6	2.0	0.90
Capital Appreciation	7.7	11.6	28.6	0.02
Micro-Cap Stocks*				
Total Returns	12.3	18.4	39.0	0.07
Income	2.5	2.5	1.7	0.91
Capital Appreciation	9.7	15.7	38.4	0.06
Long-Term Corporate B	onds			
Total Returns	5.9	6.2	8.3	0.07
Long-Term Government	Bonds			
Total Returns	5.5	5.9	9.5	-0.13
Income	5.1	5.2	2.7	0.96
Capital Appreciation	0.1	0.5	8.4	-0.26
Intermediate-Term Gov	ernment Bon	ds		
Total Returns	5.4	5.5	5.7	0.13
Income	4.6	4.7	2.9	0.96
Capital Appreciation	0.6	0.7	4.5	-0.19
Treasury Bills				
Total Returns	3.6	3.7	3.1	0.91
lπflation	3.0	3.1	4.2	0.64

Data from 1926-2019. Total return is equal to the sum of three component returns: income return, capital appreciation return, and returestment return.

### **Annual Total Returns**

Annual and monthly total returns for large company stocks, small company stocks, long-term corporate bonds, long-term government bonds, intermediate-term government bonds, Treasury bills, and inflation rates are for the full 85-year time period presented in Appendix B. Those tables can be used to compare the performance of each asset class on both a monthly and an annual basis.

#### **Real Rates versus Nominal Rates**

The cost of capital embodies a number of different concepts or elements of risk. Two of the most basic concepts in finance are real and nominal returns. The nominal return includes both the real return and the impact of inflation.

The real rate of interest represents the exchange rate between current and future purchasing power. An increase in the real rate indicates that the cost of current consumption has risen in terms of future goods. It is the real rate of interest that measures the opportunity cost of foregoing consumption.

The relationship between real rates and nominal rates can be expressed in the following equation:

Real = 
$$\left[\frac{1+\text{Nominal}}{1+\text{Inflation}}\right]-1$$
  
Nominal =  $\left[\left(1+\text{Real}\right)\times\left(1+\text{Inflation}\right)\right]-1$ 

It is important to note that the conversion of nominal and real rates is not an additive process; rather, it is a geometric calculation. The arithmetic sum or difference is calculated by adding or subtracting one number from the other. As illustrated in the above equation, the real rate of return involves taking the geometric difference of the nominal rate of return and the rate of inflation. Conversely, the nominal rate of return can be determined by taking the geometric sum of the real rate of return and the rate of inflation. For example, if the real rate is 2.5 percent and the inflation rate is 5.0 percent, the nominal rate of interest is not 7.5 percent (2.5+5.0) but 7.625 percent, or  $\lceil (1.025) \times (1.05) \rightarrow 1 \rceil$ . Similarly, if the nominal rate is 7.625 percent and the inflation rate is 2.5 percent, the real rate is not 5.125 percent (7.625-2.5) but 5.0 percent, [(1.07625/1.025)-1].

Discount rates are most often expressed in nominal terms. That is, they usually have an inflation estimate included in them. Unless stated otherwise, the cost of capital data presented in this book are expressed in nominal terms.

<sup>\*</sup>Source, Morningstar and CRSP, Calculated (or Derived) based on data from CRSP US Stock Database and CRSP US Indices Database ©2010 Center for Research in Security Prices (CRSP®). The University of Chicago Booth School of Business, Used with permission.

### 2011 Ibbotson® Stocks, Bonds, Bills, and Inflation® Valuation Yearbook

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47. Provide copies of any documents or other support for Dr. Murry's statement on page 50, lines 5-8, of his testimony that, "After Tax Interest Coverage for Piedmont of 3.28 times...is consistent with the recent industry standards."

Response: Schedule DAM-26 shows that the 3.28 times After Tax Interest Coverage for Piedmont that would result from the recommended allowed return on total capital and the weighted cost of the components of Piedmont's long-term capital is within the range of similar statistics for the comparable gas distribution utilities. Also, Schedule DAM-9 shows a tendency by the same gas distribution utilities to increase common equity ratios during the recent period of financial volatility. This reveals a tendency toward more conservative capital structures during this period, and this also indicates a general increase in interest coverage ratios during this period. As a measure of financial risk during this period, the 3.28 times coverage is consistent with Dr. Murry's calculations of coverages for other utilities.

48. Provide the capital structure for Piedmont Natural Gas on June 30, 2007 and 2008 in a format similar to that of Exhibit DJD-1 to the testimony of Mr. Dzuricky.

**Response:** See the excel attachment.

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-48 Response Attachment Attachment Page 1 of 1

	ACTUAL BA	<u>ALAN</u> (	CES		
	 ual Balance as of June 30, 2007	Actual Balance as o June 30, 2008			
Long-Term Debt	\$ 814,497,466	\$	814,695,567		
Short-Term Debt	\$ 147,500,000	\$	107,500,000		
Common Equity	\$ 900,436,827	\$	924,614,468		
Total	\$ 1,862,434,293	\$	1,846,810,035		

49. Provide calculations of the weighted average embedded cost of long term debt for Piedmont Natural Gas as of June 30, 2010, 2009, 2008 and 2007, in a format similar to Exhibit DJD-2 to Mr. Dzuricky's testimony.

**Response:** See the excel attachments.

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-49 Response Attachment

Embedded Cost of Long-Term Debt June 30, 2007

	Principal <u>Amount</u>	Less Unamortized Debt Discount <u>and Expense</u>	Total	Interest	Cost Debt Expense <u>Amortization</u>	Total
Senior Notes: 8.51% - due 2017	\$35,000,000	\$15,980	\$34,984,020	2,978,500	\$2,436	\$2,980,936
Medium-Term Notes: 6.87% - due 2023	45,000,000	234,689	44,765,311	3,091,500	14,430	3,105,930
8.45% - due 2024	40,000,000	221,962	39,778,038	3,380,000	12,892	3,392,892
7.40% - due 2025	55,000,000	315,416	54,684,584	4,070,000	17,278	4,087,278
7.50% - due 2026	40,000,000	224,768	39,775,232	3,000,000	11,820	3,011,820
7.35% - due 2009	30,000,000	56,829	29,943,171	2,205,000	25,728	2,230,728
7.95% - due 2029	60,000,000	436,683	59,563,317	4,770,000	19,656	4,789,656
7.80% - due 2010	60,000,000	170,995	59,829,005	4,680,000	52,692	4,732,692
6.55% - due 2011	60,000,000	203,135	59,796,865	3,930,000	47,952	3,977,952
5.0% - due 2013	100,000,000	533,053	99,466,947	5,000,000	82,658	5,082,658
6.0% - due 2033	100,000,000	1,051,412	98,948,588	6,000,000	39,753	6,039,753
Insured Notes:						
6.25% - due 2036	200,000,000	6,563,500	193,436,500	12,500,000	226,566	12,726,566
Premium:						
10.02% - due 2003	0	118,044	(118,044)	0	53,436	53,436
10.11% - due 2004	0	127,610	(127,610)	0	57,804	57,804
Shelf Registration	OI	228,458	(228,458)	Ol	OI	Ol
Total	\$825,000,000	\$10.502.534	\$814.497.466	\$55.605.000	\$665.101	\$56.270.101

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-49 Response Attachment

Embedded Cost of Long-Term Debt June 30, 2008

se <u>Total</u>	\$2,436 \$2,980,936		12,892 3,392,892 17,278 4,087,278		25,728 2,230,728	19,656 4,789,656	52,692 4,732,692	47,952 3,977,952	82,658 5,082,658	39,753 6,039,753	,566 12,697,379	F2 426		57,004	0	101 \$56,240,914
Cost Debt Expense Amortization											813 226,566	c c			01	<u>\$13</u> \$665.101
Interest	56 2,978,500		30 3,380,000 62 4,070,000		99 2,205,000	73 4,770,000	97 4,680,000	17 3,930,000	05 5,000,000	40 6,000,000	67 12,470,813	Ó	(00)	(QQ)	<u>58)</u>	.6 <u>7</u> \$55.575.813
Total	\$34,986,456		39,790,930 54,701,862		1 29,968,899	59,582,973	3 59,881,697	3 59,844,817	5 99,549,605	98,988,340	3 193,196,067	000 100		(ana,ea)	<u>(228,458)</u>	3 \$814.695.567
Less Unamortized Debt Discount <u>and Expense</u>	\$13,544	220,259	209,070 298.138	212,948	31,101	417,027	118,303	155,183	450,395	1,011,660	6,336,933	Č	04,900	908,806	228,458	\$9.837.433
Principal <u>Amount</u>	\$35,000,000	45,000,000	40,000,000	40,000,000	30,000,000	000'000'09	000'000'09	000'000'09	100,000,000	100,000,000	199,533,000	ć	<b>)</b>	5	Ol	\$824.533.000
	Senior Notes: 8.51% - due 2017	Medium-Term Notes: 6.87% - due 2023	8.45% - due 2024 7.40% - due 2025	7.50% - due 2026	7.35% - due 2009	7.95% - due 2029	7.80% - due 2010	6.55% - due 2011	5.0% - due 2013	6.0% - due 2033	Insured Notes: 6.25% - due 2036	Premium:	10.02% - due 2003	10.11% - due 2004	Shelf Registration	

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-49 Response Attachment

Embedded Cost of Long-Term Debt June 30, 2009

	Principal <u>Amount</u>	Less Unamortized Debt Discount and Expense	Total	Interest	Cost Debt Expense <u>Amortization</u>	<u>Total</u>
Senior Notes: 8.51% - due 2017	\$35,000,000	\$11,108	\$34,988,892	2,978,500	\$2,436	\$2,980,936
Medium-Term Notes: 6.87% - due 2023	45,000,000	205,829	44,794,171	3,091,500	14,430	3,105,930
8.45% - due 2024	40,000,000	196,178	39,803,822	3,380,000	12,892	3,392,892
7.40% - due 2025	55,000,000	280,860	54,719,140	4,070,000	17,278	4,087,278
7.50% - due 2026	40,000,000	201,128	39,798,872	3,000,000	11,820	3,011,820
7.35% - due 2009	30,000,000	5,373	29,994,627	2,205,000	5,373	2,210,373
7.95% - due 2029	60,000,000	397,371	59,602,629	4,770,000	19,656	4,789,656
7.80% - due 2010	60,000,000	65,611	59,934,389	4,680,000	52,692	4,732,692
6.55% - due 2011	60,000,000	107,231	59,892,769	3,930,000	47,952	3,977,952
5.0% - due 2013	100,000,000	367,738	99,632,262	5,000,000	82,658	5,082,658
6.0% - due 2033	100,000,000	971,907	99,028,093	6,000,000	39,753	6,039,753
Insured Notes:						
6.25% - due 2036	197,815,000	6,315,747	191,499,253	12,363,438	234,182	12,597,620
Premium:						
10.02% - due 2003	0	11,172	(11,172)	0	11,172	11,172
10.11% - due 2004	0	12,002	(12,002)	0	12,002	12,002
Medium Term Note	0	61,694	(61,694)	0	0	0
Shelf Registration	Ol	OI	OI	OI	OI	Oi
	\$822,815,000	\$9.210.949	\$813.604.051	\$55,468,438	\$564.296	\$56,032,734

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-49 Response Attachment

Embedded Cost of Long-Term Debt June 30, 2010

Total	\$2,980,936	3,105,930	3,392,892	4,087,278	3,011,820	4,789,656	4,692,919	3,977,952	5,082,658	6,039,753	12,547,307	0 01	\$53,709,101
Cost Debt Expense <u>Amortization</u>	\$2,436	14,430	12,892	17,278	11,820	19,656	12,919	47,952	82,658	39,753	234,182	O OI	\$495.976
<u>Interest</u>	2,978,500	3,091,500	3,380,000	4,070,000	3,000,000	4,770,000	4,680,000	3,930,000	5,000,000	6,000,000	12,313,125	0 01	\$53,213,125
<u>Total</u>	\$34,991,328	44,808,601	39,816,713	54,736,418	39,810,692	59,622,285	59,987,081	59,940,721	99,714,920	99,067,845	190,928,435	(60,873) <u>0</u>	\$783.364.166
Less Unamortized Debt Discount <u>and Expense</u>	\$8,672	191,399	183,287	263,582	189,308	377,715	12,919	59,279	285,080	932,155	6,081,565	60,873 <u>0</u>	\$8,645,834
l Principal <u>Amount</u>	\$35,000,000	45,000,000	40,000,000	55,000,000	40,000,000	000'000'09	000'000'09	000'000'09	100,000,000	100,000,000	197,010,000	o ol	\$792.010.000
	Senior Notes: 8.51% - due 2017	Medium-Term Notes: 6.87% - due 2023	8.45% - due 2024	7.40% - due 2025	7.50% - due 2026	7.95% - due 2029	7.80% - due 2010	6.55% - due 2011	5.0% - due 2013	6.0% - due 2033	Insured Notes: 6.25% - due 2036	Premium: Medium Term Note Shelf Registration	

50. Provide calculations of the embedded cost of short-term debt for Piedmont Natural Gas for the fiscal years ending June 30, 2010, 2009, 2008 and 2007 in a format similar to Exhibit DJD-3 to Mr. Dzuricky's testimony.

**Response:** See the excel attachment.

Piedmont Natural Gas Company, Inc. Docket No. 11-00144 CAPD DR 1-50 Response Attachment

		2007		2008		2009		2010
Average Amount Outstanding	↔	123,700,000	↔	189,800,000	↔	\$ 123,700,000 \$ 189,800,000 \$ 297,400,000 \$ 282,159,000	₩	82,159,000
Interest Expense Unused Fees Facility Fees Total Interest Expense	<del>о</del> ө	6,982,061 195,780 115,728 7,293,569	<del>•</del>	6,982,061 \$ 7,303,614 \$ 195,780 156,120 115,728 7,575,462 \$	↔		<del>9</del>	2,562,951 \$ 810,907 234,605 100,705 115,728 115,728 2,913,284 \$ 1,027,340
Embedded Cost of STD		2.90%		3.99%		%86'0		0.36%

51. Provide the instructions and/or training manual provided by Piedmont to the Company's personnel/customer service representatives for scenarios in which a Piedmont customer contacts the Company with an emergency. In responding to this request, the Company may consider an "emergency" as an explosion or reported and/or suspected natural gas or carbon monoxide leak within a home or business. In responding to this request, the Company may limit the response to excerpts of instructions, training materials and/or official protocols pertaining to emergency situations.

**Response:** See the CONFIDENTIAL attachments for training materials and job aids for the Company's customer service representatives related to actions for responding to a contact/call regarding an emergency situation.

### This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

52. Provide copies of any consumer complaints received by Piedmont since September 22, 2010. In responding to this request, Piedmont should provide copies of complaints made in writing or complaints made by phone or other media for which the Company has documentation.

**Response:** See the CONFIDENTIAL excel attachments for a summary of the consumer complaints received since September 22, 2010.

## This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

53. Referencing tariff "Service Schedule No. 312" and the Company's Equal Payment Plan ("EPP"), provide an example of the notice (i.e. "notation on bill, bill insert or separate mailing") provided to consumers when there are EPP adjustments.

Response: Please see CONFIDENTIAL attachments, where for purposes of responding to this data request item, the EPP bill messages and amounts have been boxed in red and noted in the PDF. The attached examples show the message on a residential customer's bill:

1) for the first billing month of this customer's EPP plan year, 2) for the mid year adjustment to the billed EPP amount in that plan year, and 3) for the settle-up bill, which shows the actual accrued balance owed for the ending EPP plan year and which notifies the customer of the new EPP monthly amount that will start billing the next month.

# This Response/Attachment is designated CONFIDENTIAL

and has been filed under seal.

54. Provide the number of customers that currently participate in the EPP.

**Response:** As of 9/28/2011 there were 14,410 Tennessee customers on EPP.

55. Referencing tariff "Service Schedule No. 312", the Company indicates more than one adjustment may be made annually to the EPP. Provide the number of EPP adjustments made since September 1, 2007.

**Response:** Customers may choose to enroll in EPP at any time. Therefore, the EPP enrollment date for one participating customer may be different than for another participating customer. Piedmont's practice is to perform a midyear EPP adjustment in the 7th month of the customer's program year, and then another adjustment to reset the monthly EPP amount for the start of the new EPP program year. This cycle of adjustments then repeats.

As an example, consider a customer who enrolls in EPP effective September 1, 2007. As of September 2011, their EPP payment amount would have been adjusted eight times, as follows:

<ol> <li>midyear 1: new monthly EPP:</li> <li>begin year 2: new monthly EPP:</li> </ol>	rendered on April 08 cycle bill rendered on September 08 cycle bill
<ul><li>3. midyear 2: new monthly EPP:</li><li>4. begin year 3: new monthly EPP:</li></ul>	rendered on April 09 cycle bill rendered on September 09 cycle bill
<ul><li>5. midyear 3: new monthly EPP:</li><li>6. begin year 4: new monthly EPP:</li></ul>	rendered on April 10 cycle bill rendered on September 10 cycle bill
<ul><li>7. midyear 5: new monthly EPP:</li><li>8. begin year 5: new monthly EPP:</li></ul>	rendered on April 11 cycle bill rendered on September 11 cycle bill

It is also important to note that in the last billing month of the EPP year, the amount billed to the participating EPP customer is the annual settle-up amount, not the EPP amount. In other words, the amount billed that month of each year is the actual balance accrued since the start of that EPP plan year, rather than the set monthly EPP amount. Following the example above, the bill rendered to this customer for the August cycle bill each year would reflect the annual settle-up amount owed, rather than the set monthly EPP amount.

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing document is being served this date via U.S. Mail or electronic mail upon:

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This the 26<sup>th</sup> day of October, 2011.

( :

/s/ David Killion
C. David Killion