

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE**

**February 15, 2018**

**IN RE: )  
)  
CHATTANOOGA GAS COMPANY )  
PETITION FOR APPROVAL OF AN )  
ADJUSTMENT IN RATES AND )  
TARIFF; THE TERMINATION OF )  
THE AUA MECHANISM AND THE )  
RELATED TARIFF CHANGES AND )  
REVENUE DEFICIENCY )  
RECOVERY; AND AN ANNUAL )  
RATE REVIEW MECHANISM )**

**Docket No.  
18-00017**

**DIRECT TESTIMONY OF  
  
ARCHIE R. HICKERSON  
  
ON BEHALF OF  
  
CHATTANOOGA GAS COMPANY**

1    **I.       INTRODUCTION AND WITNESS QUALIFICATIONS**

2    **A.       WITNESS IDENTIFICATION**

3    **Q.       Please state your name and business address.**

4    A.       Archie R. Hickerson, Ten Peachtree Place, Atlanta, Georgia 30309.

5    **Q.       By whom and in what position are you employed?**

6    A.       I am Director of Rates and Tariff Administration at Southern Company Gas  
7           (formerly AGL Resources, Inc.). Southern Company Gas is the is the parent  
8           holding company for seven natural gas distribution companies, including  
9           Chattanooga Gas Company. The other companies are located in Florida, Georgia,  
10          Illinois, Maryland, New Jersey, and Virginia.

11   **Q.       What are your duties in your position as Director – Rates and Tariff**  
12          **Administration?**

13   A.       I am responsible for development, coordination, review and analytical activities  
14          related to rates and tariff administration for Chattanooga Gas Company and the  
15          other natural gas distribution companies that are subsidiaries of Southern  
16          Company Gas.

17   **Q.       For whom are you testifying?**

18   A.       I am testifying on behalf of Chattanooga Gas Company (“Company” or “CGC”).

19   **B.       BACKGROUND AND EXPERIENCE**

20   **Q.       Please summarize your education background and experience.**

21   A.       I received a Bachelor of Science degree with a major in mathematics and later  
22          accounting from Austin Peay State University in Clarksville, Tennessee. I am a

1 Chartered Global Management Accountant, and I am licensed as a Certified  
2 Public Accountant in the State of Tennessee.

3 I have over 41 years of experience with utility rates, utility accounting,  
4 and the regulation of public utilities. Over this period, I have worked for  
5 consumers of utilities and other services in addition to my work for Southern  
6 Company Gas. Prior to becoming Director – Rates and Tariff Administration in  
7 2013, I served as Director – Regulatory Affairs and Planning for AGL Services  
8 Company from 2010-2013, Director – Regulatory Affairs for Chattanooga Gas  
9 Company and Virginia Natural Gas from 2004-2010, and Manager – Rates for  
10 AGL Services Company from 2000-2004.

11 Prior to joining AGL Resources, I was the Director of the Consumer  
12 Advocate Division Staff with the Tennessee Office of the Attorney General and  
13 Reporter (1994-2000), where I often appeared as an expert witness to present  
14 comments on utility cost of service, cost allocation and rate design, and to  
15 supervise the technical staff, notably in proceedings before the Tennessee Public  
16 Service Commission (“TPSC”) and the Tennessee Regulatory Authority (“TRA”).  
17 I also served on the National Association of State Utility Consumer Advocates’  
18 (“NASUCA”) Accounting and Tax Committee, and as an observer member of the  
19 National Association of Regulatory Utility Commissions’ (“NARUC”) Staff  
20 Subcommittee on Accounts. From 1976-1982, I was a financial Analyst for  
21 TPSC, then served as Assistant Director of the TPSC Accounting Division for  
22 four years (1982-1986), and later as the Deputy Director of the TPSC’s Utility  
23 Rate Division for approximately seven years (1987-1994). While employed by

1 the TPSC, I served on the NARUC Staff Subcommittee on Communications, the  
2 NARUC Staff Subcommittee on Accounts, and the NARUC's Southern  
3 Accounting Taskforce. My work at TPSC, like much of my later experience,  
4 included significant work with compliance and management audits, cost of  
5 service, rate design and earnings, and rate investigations of utilities.

6 **Q. Have you previously testified before any state regulatory commission?**

7 A. Yes. I have testified before the Tennessee Public Service Commission, the  
8 Tennessee Regulatory Authority, the Georgia Public Service Commission, the  
9 Virginia State Corporation Commission, and the Illinois Commerce Commission.

10 **Q. Were you a witness in CGC's last rate case?**

11 A. Yes. I was a witness in CGC's last rate case in Docket No. 09-00183.

12 **II. PURPOSE OF TESTIMONY**

13 **Q. What is the purpose of your testimony?**

14 A. My testimony describes and supports certain tariff and rate schedule revisions that  
15 are appropriate to ensure that CGC's Tariffs reflect current customer and business  
16 needs and practices. In addition, I support the termination of the Alignment and  
17 Usage Adjustment ("AUA") that was placed into effect for three years on a trial  
18 basis in CGC's last rate case, the reactivation of the Weather Normalization  
19 Adjustment ("WNA"), the corresponding changes to Rate Schedules R-1  
20 (Residential General Service) and C-1 (Commercial and Industrial Small General  
21 Service), and the recovery of the unrecovered AUA customer payments that have  
22 been deferred as a result of the 2% annual AUA cap.

23 **Q. Are you including any exhibits in connection with your testimony?**



1     A.     Yes, the following exhibits have been included:

2                 Exhibit ARH-1. Chattanooga Gas Company Tariff-Revised Effective  
3                 September 1, 2018 (clean copy of proposed tariff).

4  
5                 Exhibit ARH-2. Chattanooga Gas Company Tariff-Revised Effective  
6                 September 1, 2018 (proposed tariff with revisions marked).

7  
8                 Exhibit ARH-3. Chattanooga Gas Company's Report of Impact of Trial  
9                 AUA on Chattanooga Gas Company and customers Served Under Rate  
10                Schedules R-1 (Residential General Service) and Rate Schedule C-1  
11                (Small Commercial and Industrial General Service).

12  
13                Exhibit ARH-4. Alignment and Usage Adjustment (AUA) Rider Tariff  
14                Sheets (revised AUA tariff if weather normalization handled by WNA).

15     **Q.     Will you please address the revisions to the tariff you are proposing to**  
16                **change?**

17                Yes. I will summarize the tariff revisions that I am responsible for that I consider  
18                to be substantive rather than the stylistic or non-material. Other CGC witnesses  
19                shall support the specific policy or rate changes that are being proposed by those  
20                witnesses.

21                **Line Extension:**

22                The Company has proposed to simplify the wording of the standard line extension  
23                provision included in the tariff. Currently the tariff includes approximately 12  
24                pages of the written description and a 28-page Appendix devoted to the line  
25                extension process. The Company proposes to replace these pages with a simpler  
26                provision like other gas distribution companies in Tennessee. The Company will  
27                continue to use economic analysis to determine the amount of the investment that  
28                can be justified based on the projected revenue that will be made without  
29                requiring a contribution in aid of construction from the customer(s) and the  
30                amount of any contribution in aid of construction that may be required. The tax

1 gross-up factor has also been revised to reflect the new 21% federal income tax  
2 rates. The new factor of 17.25% is on TPUC No. 1 Tariff Sheets 51 and TPUC 2  
3 No. Tariff Sheet No 8. Also as revised, a new residential customer using natural  
4 gas for central heat and water heating qualifies for up to 100 feet of service line  
5 installed at no charge. Please note that the tax gross-up factor for this section has  
6 been revised to reflect the new 21% federal income tax rates. The new factor of  
7 17.25% is on TPUC No. 1 Tariff Sheet 51, and TPUC No. 2 Tariff Sheet 8.

#### 8 **Air Conditioning Rate**

9 Currently Rate Schedule R-1 has a special summer air conditioning rate but  
10 doesn't require the air conditioning equipment to be separately metered.  
11 Currently there are no Residential Air Conditioning customers. Since the air  
12 conditioning equipment isn't metered, the customers' total usage must be  
13 allocated, which creates a problem billing for the service. Due to the lack of  
14 residential customers utilizing the natural gas air conditioning schedule, the  
15 special R-1 Air Conditioning rate is being deleted.

#### 16 **Standby Demand Charge**

17 There is a Standby Demand Charge that is applicable to customers served under  
18 Rates Schedules R-1, R-4, and C-1 when gas is supplied for use as standby  
19 service for a dual fuel heat pump or similar equipment. Currently there are only  
20 11 customers being billed this charge. The Company has proposed to eliminate  
21 this charge. While there is merit in requiring such customers to pay the standby  
22 demand charge, it is administratively difficult to identify the type of heating  
23 equipment that each customer has installed.

1           **Rate Schedule SF-1 Experimental Semi Firm Sales Service (“SFSS”)**

2           No customer has ever been provided service under this Rate Schedule. As a result  
3           it is proposed that this Rate Schedule be terminated.

4           **Unauthorized Gas Use Penalty**

5           In order to ensure that gas is available for firm customers, the Company, in  
6           accordance with its Tariff, may curtail the volume of gas to be taken by customers  
7           served under interruptible service Rate Schedules, require transportation  
8           customers to burn no more gas than the amount they have delivered to the  
9           Company on their behalf, or otherwise restrict the usage to contracted volumes.

10          In order to ensure compliance with such restriction, the tariff has penalty  
11          provisions to encourage customers and their third party suppliers, where  
12          applicable, to meet the terms of such curtailment or balancing directives when  
13          issued by the Company. The current penalty provisions in the tariff are not  
14          sufficient to ensure such compliance. The decision to comply with a curtailment  
15          or balancing order or to ignore the directive and pay the penalty is an economic  
16          business decision on the part of the customer or a third party supplier. If the  
17          consequences of failing to comply are not material, the customer may continue to  
18          take gas in excess of the entitlement placing the Company’s ability to continue to  
19          provide service to its firm customers at risk. The Company is proposing to  
20          increase the penalty rate to a level whereby violating a balancing or curtailment  
21          order would be uneconomic for the customer or a third party supplier. The  
22          revenue from such penalties is not retained by the Company, but is flowed to the  
23          Company’s customers as a reduction in the cost of gas that is recovered through

1 the PGA. The Company is also clarifying, in its tariff, that a customer's failure to  
2 curtail usages as directed may result in termination of service.

### 3 **Determination of Eligible Receipt Point**

4 Due to the configuration of its distribution system, CGC may not be able to  
5 redeliver gas delivered on behalf of a customer or third party supplier to a  
6 particular pipeline meter (receipt point) directly to a customer's premises in  
7 another area of its distribution system. Normally such a miss-match in the receipt  
8 and redelivery points is handled through displacement. However, if such a miss-  
9 match can't be resolved through displacement, it is necessary for the customer or  
10 third party supplier to have the gas delivered to an appropriate receipt point. CGC  
11 proposes to revise its tariff to clarify that it can determine eligible receipt point(s)  
12 for an individual transportation customer based on the relationship between a  
13 given receipt point and the customer's meter.

### 14 **Performance Based Ratemaking ("PBR")**

15 In the Triennial Review of CGC gas supply that was completed in 2017, Docket  
16 No. 07-00224, the independent reviewer recommended supply purchased at the  
17 NORA receipt point with a term of one month or greater be excluded from the  
18 calculation of the difference from the cost of gas purchased and the benchmarks  
19 and reported separately. Consistent with the recommendation, the PBR tariff  
20 provision is being revised to require such purchases to be reported separately. It  
21 is also proposed that if, in the future, CGC makes citygate purchases that such  
22 purchases be reported separately as well. It is also proposed to replace the Spot  
23 Purchase benchmark with First-of-the-Month ("FOM") Purchases benchmark

1 consistent with CGC practice of purchasing gas, replace the Swing Purchases  
2 benchmark with the Daily Priced purchased benchmark, and delete the Long  
3 Term Purchases and the Citygate Purchase index that are not currently being used.

#### 4 **Employee Protection**

5 In order to protect its employees, CGC proposes to revise its tariff to allow for  
6 termination of service if the Company has reasonable evidence that there is or  
7 may be a danger from the customer or any occupant and/or invitee on the  
8 customer's premise to Company personnel or agents who might be called to said  
9 premises in the course of their duties with the Company. This policy includes, but  
10 is not limited to, any direct or implied threats against the Company or its  
11 personnel or agents from said customer or occupant and/or invitee.

#### 12 **System Expansion and Economic Development-Tennessee Rider ("SEED- 13 Tennessee")**

14 Tenn. Code Ann §65-5-103 d (3) (A) provides:

15 A public utility may request and the commission may  
16 authorize a mechanism to recover the operational expenses,  
17 capital costs or both elated to the expansion of  
18 infrastructure for the purpose of economic development, if  
19 such expenses or costs are found by the commission to be  
20 in the public interest. Expansion of economic development  
21 infrastructure may include, but is not limited to, the  
22 following:

- 23 (i) Infrastructure and equipment associated with  
24 alternative motor vehicle transportation fuel;
- 25 (ii) Infrastructure and equipment associated with  
26 combined heat and power installations in industrial  
27 or commercial sites; and
- 28 (iii) Infrastructure that will provide opportunities  
29 for economic development benefits in the area to be  
30 directly served by the infrastructure.

1 In accordance with this statutory authorization, CGC is proposing the System  
2 Expansion and Economic Development-Tennessee Rider (SEED-Tennessee).

3 In accordance with the standard line expansion provision, the Company  
4 will conduct an economic analysis of a requested line extension. If the projected  
5 revenues are sufficient to economically justify the extension, the Company will  
6 install the facilities at no cost to the requesting customer(s). If the projected  
7 revenues are insufficient to economically justify the construction, the requesting  
8 customer(s) must make a contribution in aid of construction that will result in the  
9 project being economic. While this procedure protects existing customers from  
10 unfairly subsidizing the new customers, the up-front payment may be prohibitive  
11 for the new customer(s). Under the SEED-Tennessee Rider, if the extension is  
12 projected to promote economic development in the area, the new customer(s) will  
13 not be required to make the up-front payment to cover the cost that is in excess of  
14 the amount economically justified by the projected revenue. Instead the  
15 customer(s) who connect to the line extension will be billed a monthly SEED  
16 charge until the cost in excess of the amount that justified by the projected base  
17 revenues and the resulting revenue requirement are recovered. Each project and  
18 the resulting SEED charges will be submitted to the Commission for its prior  
19 approval. Once the excess cost and the resulting revenue requirement have been  
20 recovered, the SEED charge for the project will terminate.

21 **ALIGNMENT AND USAGE ADJUSTMENT (“AUA”)**

22 **Q. You testified earlier that you were supporting the Company’s proposal to**  
23 **terminate the Alignment and Usage Adjustment (“AUA”) that was placed**

1 into effect for three years on a trial basis in CGC's last rate case, to  
2 reactivate the Weather Normalization Adjustment ("WNA") for Rate  
3 Schedules R-1 and C-1, and to recover the unrecovered AUA revenue that  
4 has been deferred as a result of the 2% annual AUA cap. Will you explain  
5 the objective of the AUA?

6 A. The objective of the AUA is to provide CGC with the ability to meet its revenue  
7 requirements while encouraging customers to conserve gas usage consistent with  
8 Tenn. Code Ann. § 65-4-126, which provides:

9 The general assembly declares that the policy of this state is  
10 that the Tennessee regulatory authority will seek to  
11 implement, in appropriate proceedings for each electric and  
12 gas utility, with respect to which the authority has rate  
13 making authority, a general policy that ensures that utility  
14 financial incentives are aligned with helping their  
15 customers use energy more efficiently and that provides  
16 timely cost recovery and a timely earnings opportunity for  
17 utilities associated with cost-effective measurable and  
18 verifiable efficiency savings, in a way that sustains or  
19 enhances utility customers' incentives to use energy more  
20 efficiently.

21 In Docket No. 09-00183, the AUA was adopted for a three year trial basis  
22 in conjunction with the implementation of CGC's Residential Free Programmable  
23 Thermostat and customer Education and Community Outreach Programs aimed at  
24 promoting conservation and the efficient use of natural gas. While CGC sought to  
25 have the new AUA Mechanism replace the WNA for all customers, it was  
26 approved only for the R-1 and C-1 customers leaving the WNA in place for other  
27 customers. In addition, the Commission imposed a 2% margin cap on any  
28 refunds or surcharges that may be required.

29 **Q. Can you explain how the AUA works?**

1     A.     The AUA as proposed was designed to protect CGC's revenue stream by having  
2           the Company collect the average revenue per Rate Schedule R-1 and C-1  
3           customer based on the billing determinants and rate approved in the rate case. In  
4           order to implement the AUA, the average revenues per customer for the R-1 and  
5           C-1 Rate Schedules for each calendar month would be calculated using the  
6           approved rates and billing determinants. These monthly averages per customer  
7           are the benchmarks used for comparing the actual revenues per customer and the  
8           computation of any revenue excess or deficiency. Actual average revenue per  
9           customer in excess of the benchmark is subject to refund to the customers through  
10          the application of the AUA billing factor. When the actual revenue per customer  
11          is less than the benchmark, the deficiency is to be recovered through the  
12          application of the AUA billing factor or surcharge.

13    **Q.     Can you describe the monthly calculation?**

14    A.     Yes. Each month the actual billed non-gas revenue for Rate Schedules R-1 and  
15          C-1 are divided by the applicable number of customers billed for each rate  
16          schedule to determine the average billed revenue per customer. These actual  
17          billed averages are then compared to the monthly benchmarks to determine if the  
18          revenue per customer for the month is in excess of the level adopted in the rate  
19          case or if there is a revenue deficiency for the month. The difference in the  
20          revenue per customer is then multiplied by the number of customers for the  
21          respective rate schedules to determine the revenue excess or deficiency. This  
22          difference is recorded in a deferred AUA revenue account.



1           As of May 31 each year, the accumulated balance of the deferred AUA  
2           revenue (excess or deficiency) is determined for each of the applicable rate  
3           schedules. To the extent that the deferred amount (negative or positive) is less  
4           than or equal 2% of the revenues for the applicable rate schedules (the annual  
5           cap), the AUA factor is computed by dividing the accumulated deficiency or  
6           excess by the total therms of gas provided to the customers served under each  
7           applicable rate schedule. The resulting AUA factor is then applied over the 12  
8           month recovery period. In accordance with the tariff, any accumulated balance in  
9           excess of the 2% annual cap is carried forward to be considered in the AUA factor  
10          calculation for the following year. The revenue collected from or credited to the  
11          customers as the result of the application of the AUA factor is credited or debited  
12          to the accumulated AUA balance each month.

13   **Q.    You stated that the AUA was implemented on a three year trial basis. Is the**  
14   **AUA still in effect on a trial basis?**

15   A.    Yes. At its May 24, 2010, Conference, the TRA authorized the AUA on a trial  
16          basis for three years and directed its Staff to work with the National Regulatory  
17          Research Institute (“NRRI”) to develop a methodology to evaluate the  
18          energySmart conservation programs approved in the rate case. In April 2013, the  
19          methodology to evaluate the conservation programs had not been developed. As  
20          a result, CGC filed with the Authority to modify the AUA by changing the annual  
21          cap and requested that the AUA trial and the conservation programs be extended  
22          for three years. The request was denied, the conservation programs were

1 terminated, and CGC was directed to make a tariff filing continuing the AUA in  
2 its then existing form until an evidentiary hearing could be held.

3 **Q. Has the evidentiary hearing been held?**

4 A. Not yet. In its Order authorizing the continuation of the AUA trial, the TRA  
5 appointed its General Counsel or her designee as Hearing Officer to prepare the  
6 matter for hearing. Subsequently the Hearing Officer issued an Order that  
7 established the following procedural schedule:

- 8 • The TRA Staff (now the TPUC Staff) was to issue its report  
9 addressing the methodology to evaluate the conservation  
10 programs;
- 11 • 45 days after the filing of the Staff Report, CGC was to file its  
12 report on the AUA Mechanism including its effect on both the  
13 customer Classes and a recommendation as to whether the AUA  
14 Mechanism should continue or be terminated.
- 15 • 30 days after CGC's filing of its report, the TRA Party Staff, the  
16 CAPD, and other Intervening Parties were to file position papers  
17 on CGC's Report and Recommendation.

18 On September 19, 2017, the TPUC Party Staff filed its report that included  
19 the testimony of Jerry Kettle, Director of Economic Analysis for the Tennessee  
20 Public Utility Commission, and the report prepared by the NRRI. On September  
21 26, 2017, CGC filed its report and recommendations. On October 24, 2017, the  
22 Consumer Protection and Advocate Division filed its position in the form of  
23 testimony by Mr. Hal Novak. Based upon an agreement of the CPAD and CGC,

1 the Hearing Officer on January 5, 2018, issued an order transferring the entire  
2 AUA matter to this docket for the conduct of the evidentiary hearing and a  
3 decision on CGC's request to terminate the AUA, reinstitute the WNA, and  
4 recover the outstanding AUA customer deficiency.

5 **Q. Will you summarize the CGC September 2017 report and recommendation**  
6 **concerning the AUA Mechanism?**

7 A. Yes. As explained in CGC's Report filed on September 26, 2017, which is  
8 attached to my testimony as Exhibit ARH-3, the AUA has not met its objectives  
9 or served the best interests of customers or the Company. This has occurred  
10 because the R-1 and C-1 customers have not fully paid for the gas they have  
11 consumed and the regulatory lag in the timing of CGC's recovery of such  
12 underpayments is getting longer and longer with each warm winter. Table 1  
13 below provides a summary of the impact on customers and the Company for the  
14 period of June 1, 2010-May 31, 2017.

TABLE 1						
Row/ Column	A	B	C	D	E	F
1		R-1				
2	12 Months Ended May 31	Authorized Margin	Actual Margin	Revenue (Short Fall) or Excess	Amount (Refunded) or Surcharged	Net Revenue Cumulative (Short Fall) or Excess Excluding Interest
3	2011	\$13,320,163	\$13,600,123	\$279,959	\$0	\$279,959
4	2012	13,380,512	12,713,076	(667,435)	(200,598)	(588,074)
5	2013	13,475,297	13,551,436	76,139	289,616	(222,318)
6	2014	13,591,063	14,161,261	570,198	306,014	653,893
7	2015	13,710,622	14,155,195	444,573	(249,135)	849,332
8	2016	13,858,617	13,288,363	(570,254)	(220,699)	58,379
9	2017	14,021,304	13,107,270	(914,033)	(39,404)	(895,059)
10		\$95,357,578	\$94,576,724	(\$780,853)		
11						
12		C-1				
13	12 Months Ended May 31	Authorized Margin	Actual Margin	Revenue (Short Fall) or Excess	Amount (Refunded) or Surcharged	Net Revenue Cumulative Short Fall Excluding Interest
14	2011	\$3,507,637	\$3,388,159	\$119,478)	\$0	\$(119,478)
15	2012	3,521,635	3,092,573	(429,062)	48,492	(500,048)
16	2013	3,554,948	3,397,779	(157,170)	78,925	(578,293)
17	2014	3,599,156	3,800,877	201,721	87,213	(289,360)
18	2015	3,539,124	3,562,007	22,883	65,982	(200,495)
19	2016	3,519,032	3,150,069	(368,963)	52,687	(516,772)
20	2017	3,556,069	3,121,499	(434,570)	58,217	(893,125)
21		\$24,797,601	\$23,512,962	(\$1,284,639)		
22						
23	Grand Total, Cumulative R-1 and C-1 Net Revenue Short Fall Excluding Interest:					(\$1,788,184)

- 1 As this data shows, there are three fundamental problems with the AUA.
- 2 First, in general, as of May 31, 2017, the AUA has resulted in a significant
- 3 cumulative short fall in revenue for both the R-1 and C-1 classes, \$895,058 and

1       \$893,125, respectively. In other words, after seven years, the revenues collected  
2       by the Company, in the aggregate, is \$1,788,194 less than the required revenues  
3       established in the last rate case.

4               Second, for the R-1 customers, as is reflected in cells D3 to D9, the  
5       revenues collected are significantly out of synch each year with the authorized  
6       margin, and the order of magnitude for the short fall or excess each year has  
7       involved significant dollars. For example, the actual revenues for the 12 months  
8       ended May 2015 were \$444,573 in excess of the authorized level. The following  
9       12 months the actual revenues were \$570,254 less than the authorized level.  
10      These two years represent a swing from excess to deficiency of approximately  
11      one million dollars. Worse still, the shortfall for the 12 months ended May 31,  
12      2017, alone was nearly one million dollars. While R-1 customers have had four  
13      years of paying in excess of the target revenue, this has been more than offset by  
14      the three years where there were under payments. Given the substantial size of  
15      the \$914,033 payment deficiency for 2017, only \$262,145.41 can be surcharged  
16      to customers during the 2017-2018 recovery period due to the 2% cap. The  
17      bottom line is that net cumulatively, R-1 customers still have underpaid  
18      \$895,058.92 due to the Company for gas consumed. This is unreasonable and  
19      unfair.

20             Third, the situation for the C-1 customers has been more consistent, but  
21      equally problematic. The cumulative under payments have resulted in a surcharge  
22      every year after the first year, even though two years (2014 and 2015, cells D17  
23      and D18) CGC collected revenues in excess of the revenue requirement.

1           However, C-1 customers continued to be surcharged because the 2% cap that  
2           limits annual surcharges or refunds. Thus, as is reflected in cells E15 to E20, the  
3           carryover from prior years has resulted in a surcharge every year. Today, C-  
4           customers still owe CGC \$893,125 for gas they have used.

5                     In summary, the AUA has not protected CGC's revenue requirement by  
6           enabling the Company to collect the average revenue per Rate Schedule R-1 and  
7           C-1 as established in the rate case. Instead it has resulted in wide swings in the  
8           level of revenue collected by CGC leading to a net under payment by customers  
9           of almost \$2 million.

10   **Q.    Has the Company taken any other action concerning the AUA?**

11   A.    Yes. In 2016 we contacted the Consumer Protection and Advocate Division to try  
12           to reach an agreement concerning the termination of the AUA and the  
13           reinstatement of the WNA. We met with members of the CPAD Staff and with a  
14           consultant that the CPAD engaged. We were unable to reach an agreement with  
15           the CPAD.

16   **Q.    Were the TPUC Staff designated as a party in Docket No. 09-00183**  
17           **participants in these discussions?**

18   A.    In a joint meeting with the TPUC and CPAD Staff members, the TPUC Staff took  
19           the position that they were going to address the methodology to be used to  
20           evaluate the conservation programs as they had been directed in the November 8,  
21           2010, Order. They did not participate in the discussions concerning the  
22           termination of the AUA and the reinstatement of the WNA.

23

1     **Q.     What happened next?**

2     A.     In the absence of an agreement and in an effort to halt the escalating growth in the  
3             accumulated deferred AUA revenue, on October 20, 2017, CGC filed to terminate  
4             the AUA trial and reinstate the WNA for Rate Schedules R-1 and C-1 that had  
5             been in place prior to the AUA trial and which is still in effect for other customer  
6             classes. The filing included the tariff revisions for the deletion of the AUA Rider  
7             Tariff Sheets, the replacement of the references to the AUA with references to the  
8             WNA in Rate Schedules R-1 and C-1, and the insertion of the required WNA  
9             factors on Tariff Sheet 49A. Given the urgent need to stop the AUA revenue  
10            deficiency from getting bigger in the 2017-2018 winter, the Company proposed to  
11            immediately address only the termination of the AUA and the reinstatement of the  
12            WNA. As for the recovery of the deferred AUA deficiency balance, CGC stated  
13            it was willing to defer a decision on the customer underpayments to a later  
14            proceeding.

15    **Q.     Was the AUA terminated for customers served under Rate Schedules R-1**  
16            **and C-1 and switched back to the WNA effective December first?**

17    A.     No. On November 2017, the Prehearing Officer suspended the tariff until  
18             February 1, 2018. Based upon further discussions with CPAD and the Prehearing  
19             Officer, we agreed to address the entire situation as a part of our rate case filing.

20    **Q.     What were the WNA factors included in the filing in Docket No. 09-00183?**

21    A.     For each Rate Schedule R-1 and C-1 there are three WNA factors. The  
22             “Weighted Base Rate,” the “Heat Sensitive Factor, (“HSF”),” and the “Base Load  
23             (“BL”)” Factor.

1           The Weighted Base Rate factor is simply the approved volumetric rate  
2           \$0.11591/Therm for Rate Schedules R-1, and \$0.18581/Therm for Rate Schedule  
3           C-1. Since both of these Rate Schedules no longer have declining block rates, the  
4           stated rate is the weighted rate.

5           The Heat Sensitive Factor (“HSF”) for Rate Schedule R-1 is  
6           0.16990/Therm/Degree Day and 0.27570/Therm/Degree Day for Rate Schedule  
7           C-1, while the Base Load Factor (BL) is 9.309/Therm/Month for Rate Schedule  
8           R-1 and 28.058/Therm/Month for Rate Schedule C-1.

9   **Q.   What was the source of these factors?**

10  A.   These factors were products of the weather normalization process adopted in  
11       CGC’s last rate case in Docket No. 09-00183 and based on the volumes and  
12       revenue forecast that was approved by the TRA.

13  **Q.   Was there support for these factors included in the record of CGC’s last rate**  
14       **case?**

15  A.   Yes. The entire forecast model including the development of the weather  
16       normalized usage was included in Minimum Filing Guidelines 25 and 34.

17  **Q.   Were there disputes concerning weather normalization or these factors in the**  
18       **last rate case?**

19  A.   No. There were no disputes. CGC and the Consumer Advocate were the parties  
20       entering testimony addressing the forecast of usage and the resulting revenues in  
21       the case. Company witness Shields addressed the weather normalization  
22       methodology beginning on page 5 of her direct testimony. Consistent with  
23       CGC’s position, the Consumer Advocate’s witness Peters testified:



1           ... The Consumer Advocate adopted the forecasted  
2           residential usage by CGC. The blended billing  
3           determinants (i.e. number of bills and volumes) of actual  
4           amounts for the six fiscal years ended December 2009, and  
5           trended amounts for the attrition year were applied to  
6           present rates, which resulted in \$13,416,903 in Residential  
7           Operating Revenues. The use of six historical winters or  
8           heating seasons in the development of weather normalized  
9           usage amounts is consistent with the forecasted Residential  
10          and Commercial usage amounts.

11          ...  
12          As a result, CGC is forecasting Residential Operating  
13          Revenues of \$13,304,274 at present rates for the attrition  
14          year, which is a 1.87% decrease over the test period ended  
15          December 2009. However, the Consumer Advocate's  
16          attrition period Residential Operating Revenues increased  
17          by .85% over the test period ended December 2009. The  
18          Consumer Advocate's forecasted Residential Operating  
19          Revenue is approximately \$.1M greater than the forecasted  
20          amount of Chattanooga Gas due to the use of more recent  
21          data from CGCs operations. [Docket No. 09-00183, Direct  
22          Testimony of Mr. Dave Peters, pages 4-5 (emphasis  
23          added).]

24          Mr. Peters' adjustment to the Company's forecast involved the projected number  
25          of customers and did not involve adjustment to the weather normalization process  
26          or the resulting WNA factors. The Company accepted Mr. Peters' adjustment and  
27          there was no dispute concerning the determinants and the weather normalization  
28          process or factors adopted in the rate case.

29          **Q.     What is the difference in the WNA and the AUA?**

30          A.     There are different objectives for the WNA and the AUA as well as differences in  
31          how the two mechanisms operate. As I explained earlier, the objective of the  
32          AUA was to encourage customers to conserve gas usage without adversely  
33          impacting the Company's ability to meet its revenue requirements consistent with  
34          Tenn. Code Ann. § 65-4-126. As initially proposed, the AUA was designed to  
35          adjust CGC's rates so that CGC would recover the same level of revenue per

1 customer that was authorized in the rate case, Docket No. 09-00183. It was  
2 designed so that CGC would recover no more or no less than the revenue per  
3 customer found in the rate case. The AUA was to adjust for all factors that  
4 impacted the volumes and the resulting revenue collected, including weather and  
5 conservation. The WNA adjusts only for the impact of abnormal weather.

6 **Q. Do both the WNA and the AUA have the same beginning point?**

7 A. Yes. Both begin with the level of revenues approved in the rate case. The WNA  
8 factor, however, is designed only to adjust for the impact of weather, while the  
9 AUA is designed to adjust for weather, conservation, and other things that cause  
10 the revenue per customer to be different than the level adopted in the rate case.

11 **Q. What do you mean by weather normalized volumes?**

12 A. In a general rate case, the Commission determines the cost of service (revenue  
13 requirement) to be recovered through rates based on a normal or normalized year.  
14 Rates are then developed that will allow for the revenue requirement to be  
15 recovered assuming the volume of gas that would be delivered to customers in a  
16 year with normal weather. If rates were based on the level of sales in an  
17 abnormally cold year when the volumes were high, in a normal weather year the  
18 resulting rates would be insufficient for the Company to recover its cost of service  
19 because the volumes of gas delivered would be lower. Similarly, if the rates were  
20 based on the sales volumes in an abnormally warm year when the volume is low,  
21 in a normal year the rates would result in the Company recovering more than its  
22 cost of service. The use of normalized weather is the customary approach used in  
23 setting rates, and CGC's proposed rates in this case also recognize such

1 normalization adjustments. The process of developing the normal or normalized  
2 volumes is addressed by Mr. Brooks in this proceeding and was addressed by  
3 Mrs. Shields in Docket No. 09-00183.

4 **Q. Can you address other differences AUA and WNA?**

5 A. Yes. The adjustment mechanisms are very different. The AUA rate factors are  
6 computed once a year based on the actual revenues for the 12 months ended May  
7 31. This is why in Table 1 above the information is through May 31, 2017. For  
8 the WNA, rate factors are computed for each bill cycle based on the actual daily  
9 temperatures for the days included in the cycle. The weather impact is  
10 immediately reflected on the customer's bill. For example, under the WNA if the  
11 meter is read on January 15 and is next read on February 15, the customer will be  
12 billed on the next bill for the gas delivered from January 15 to February 15. If the  
13 weather during the period is colder than normal, the WNA Mechanism will  
14 reduce the bill to reflect the base volumetric charge that the customer would have  
15 been billed if the weather had been normal. On the other hand, if the weather is  
16 warmer than normal during the period, the bill will be increased to allow the  
17 Company to collect the level of base revenue for normal weather. With the AUA,  
18 the impact of abnormal weather (warmer or colder than the normalized standard)  
19 is not recognized at the time, but it will be encompassed in the calculation of the  
20 next year AUA factor based on the 12 months ended May 31. The new AUA  
21 adjustment will begin to appear on the customer's bill beginning in August.  
22 However, the full impact of the AUA adjustment may not be addressed in the next  
23 year's cycle. This is because in adopting the AUA as a trial, the TRA limited the

1 amount that could be recovered to a maximum of 2% of the annual base revenue  
2 for the customers served under the applicable rate schedule. By accumulating  
3 revenue deficiencies or excesses over a year and then limiting the Company's  
4 recovery annually to only 2% of margin, the TRA unintentionally created a  
5 situation where more extreme warm weather periods have created significant total  
6 revenue under-recoveries.

7 **Q. Are there periods when the weather has been more than 2% warmer than**  
8 **normal?**

9 A. Yes. For the winter heating period of 2016-2017 (Oct. 2016-April 2017) it was  
10 29.9% warmer than normal. For the previous year Oct 2015-April 2016 it was  
11 21.9% warmer. (See the Orders and Reports in Docket Nos. 16-00061 and 17-  
12 00062). These differences in the actual and normal weather are reflected in the  
13 \$570,254 and \$914,033 Residential Revenue Short Falls for the 12 months ended  
14 May 31, 2016 and 2017, respectively, and the \$368.963 and \$484.570 C-1  
15 Revenue Short Falls for 2016 and 2017 in the table above. If the WNA  
16 Mechanism had been in place during these heating seasons, adjustments would  
17 have been made monthly which would have corresponded to the customers'  
18 recent experiences with the warmer winter weather. Under the AUA, we're now  
19 in the position of recovering for weather from several years ago. This is a bad  
20 customer-experience situation.

21 **Q. Do other natural gas distribution companies in Tennessee have Weather**  
22 **Normalization Adjustments?**

1 A. Yes. Both Atmos and Nashville Gas (Piedmont Natural Gas) have WNA  
2 Mechanisms in place. CGC's has had a WNA Mechanism in place since 1991,  
3 which still exists for CGC's R-4 and C-2 rate classes.

4 **Q. Returning then to your proposal in this case, have the WNA factors for Rate**  
5 **Schedules R-1 and C-1 been developed in this rate case?**

6 A. Yes. In his testimony, Mr. Brooks has addressed the development of weather  
7 normalized volumes and the resulting weather normalization factors for the rates  
8 CGC is proposing. In my testimony supporting a return to the WNA Mechanism  
9 for R-1 and C-1 customers, the WNA rates in this case reflect the new factors Mr.  
10 Brooks describes. So our proposal now is for the Commission to adopt the WNA  
11 factors and resulting rates proposed in this docket, and not the factors and R-1/C-1  
12 rates CGC proposed in the October 20, 2017, filing in Docket No. 09-00183. My  
13 exhibits ARH-1 and ARH-2 include the proposed elimination of the AUA, the  
14 replacement of the WNA, and the appropriate, new WNA factors.

15 **Q. You have testified that there is nearly \$2 million in accrued customer**  
16 **payment deficiencies under the AUA Mechanism because of the two percent**  
17 **cap on recoveries each year, and the Company has proposed to recover those**  
18 **underpayments through the use of the Interruptible Margin Credit Rider**  
19 **("IMCR"). Why is the recovery of the AUA revenue deficiency through the**  
20 **IMCR a fair and reasonable approach?**

21 A. CGC did not request a two percent cap in its original AUA request, but at the time  
22 it was added it did not seem unreasonable. However, the size of the unanticipated  
23 accumulated net revenue deficiencies has restricted the effectiveness of the AUA.

1 While the AUA was intended to address several potential impacts, because of the  
2 cap the AUA has been unable to reasonably balance rates and revenues over time  
3 due to extreme weather swings and, more recently, several years of warmer than  
4 anticipated winters, all of which are beyond the Company's ability to control. As  
5 a part of terminating the AUA and providing a mechanism that can redress the  
6 revenue deficiency without surcharges or increasing going forward rates, I have  
7 proposed using the IMCR.

8 The Commission has previously approved using the IMCR as a means of  
9 recovering the costs of the free thermostat and education components of the  
10 energySMART program, NRRI's cost to develop the conservation program  
11 measure, and the recovery of the Docket No. 07-00224 legal expenses. Using the  
12 IMCR again for the recovery of the AUA's accumulated net revenue deficiency  
13 will simply reduce the amount of the credits. Consistent with past practices, the  
14 AUA Mechanism provides the best means of efficiently and effectively  
15 recovering this deficit without directly impacting customer rates.

16 **Q. And what if the Commission does not want to use the IMCR tariff as an**  
17 **offset?**

18 A. The IMCR will have the least impact on customers since it offsets other revenues  
19 being shared with customers, so customers don't experience it the same way as a  
20 surcharge on rates. If the Commission does not utilize the IMCR Mechanism,  
21 then CGC would propose a special surcharge on the R-1 and C-1 customer bills,  
22 as applicable, spread out over two years until all the funds are recovered.

23

1    **Q.     Is there another option?**

2    A.     Yes.  Another option would be to reinstate the WNA for the R-1 and C-2 Rate  
3           Schedules as proposed and retain the AUA for non-weather effects.  Dr.  
4           Dismukes, testifying on behalf of the Consumer Advocate and Protection  
5           Division, in our 2009 rate case, supported the continuation of the WNA if the  
6           AUA Mechanism was adopted.  See the pre-filed Direct Testimony of David E.  
7           Dismukes, Ph.D. in Docket No. 09-00183 beginning on page 69.  Under this  
8           option, the weather normalization adjustment would be timely made to customer  
9           bills each month based on actual weather.  The weather normalized average  
10          revenue per customer for the month would be compared to the benchmark.  The  
11          difference in the actual and the benchmark would be accrued.  As with the current  
12          AUA Mechanism, a factor would be developed each year to refund or collect the  
13          accrued AUA balance as of May 31.  Exhibit ARH-4 is a revised Alignment and  
14          Usage Adjustment Rider that has been updated to reflect the proposed rates.

15   **Q.     Does this conclude your direct testimony?**

16   A.     Yes.

**CHATTANOOGA GAS COMPANY**

**2207 OLAN MILLS DRIVE**

**CHATTANOOGA, TENNESSEE 37421**

**TENNESSEE PUBLIC UTILITY COMMISSION NO. 1**

**GAS TARIFF**





CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

**CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1  
TENNESSEE PUBLIC UTILITY COMMISSION  
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CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

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CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

ELEVENTH REVISED SHEET NO.1

**RATE SCHEDULE R-1**  
**Residential General Service**

AVAILABILITY

Available for all gas service furnished to single private residences, including the separate private units of apartment houses and other multiple dwellings, actually used for residential purposes, which are separately metered or measured, irrespective of the fact that a person other than the resident: (1) is contractually bound to the Chattanooga Gas Company (Company) for the charges, or (2) actually pays the charges, or (3) is billed for the charges. Use of gas service in hotel or motel units by transient occupants shall not constitute residential use. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly.

MONTHLY BASE RATE

	<u>Winter</u> <u>Net Rate</u> November-April	<u>Summer</u> <u>Net Rate</u> May-October
<u>Customer Base Use Charge</u>	\$21.00	\$18.50
<u>Commodity Charge</u>	13.921¢ Per Therm	13.921¢ Per Therm

Monthly billing in units of Dth or Therms may be based upon monthly or bi-monthly meter reading.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

MINIMUM BILL

The minimum monthly bill shall be the Customer Base Use Charge, , as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

ELEVENTH REVISED SHEET NO.1 A

**RATE SCHEDULE R-1 (Continued)**  
**Residential General Service**

**GAS LIGHT SERVICE**

Where Customer has no other use of gas, a gas light may be installed solely at the option of the Company with such service to be provided on a non-metered basis. The monthly billing for such use shall be at the rate of 18 Therms for each light.

**MULTIPLE BILLING**

Where the Company serves a number of separate dwelling units under common ownership on the same premises with service through a single meter, the minimum charge shall be multiplied by the number of individual units in which gas is consumed.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization (WNA) as approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee Public Utility Commission.

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SEVENTH REVISED SHEET NO.5

**RATE SCHEDULE R-4**  
**Multi-Family Housing Service**

**AVAILABILITY**

This service classification is closed and only available to customers currently receiving service as of July 31, 2006 that are either a public housing authority, or a private company which operates a housing project containing not less than 50 dwelling units, which uses gas in each dwelling unit for two or more of the following purposes: Cooking, water heating, refrigeration, air conditioning and space heating, and which contracts for gas service for a period of not less than one year, and is subject to the Chattanooga Gas Company (Company)'s determination of available gas supply. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly without the approval of the Company.

<u>MONTHLY BASE RATE</u> (Per Dwelling Unit Connected)	<u>Winter</u>	<u>Summer</u>
	<u>Net Rate</u> <u>November- April</u>	<u>Net Rate</u> <u>May-October</u>
<u>Customer Base Use Charge</u>	\$8.50/Unit	\$8.50/Unit
<u>Commodity Charge</u> Flat Rate Per Month	26.141¢ Per Therm	23.723¢ Per Therm
<u>Air -Conditioning Commodity Charge</u>		

Monthly billing in units of Dth or Therms may be based upon monthly or bi-monthly meter readings.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission Rules and Regulations and applicable taxes shall be added to the above rates.

**SUMMER AIR-CONDITIONING RATE**

Available to any multi-family housing Customer who has installed and regularly operates a separately metered gas-fired central air-conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein. The volume of gas used for air-conditioning purposes will be determined by metering equipment installed by the Company. In the event a single unit provides both heating and cooling, usage during Summer (billing months of May through October) shall be deemed to be air-conditioning use for purposes hereof.

**MINIMUM BILL**

The minimum monthly bill shall be the Customer Base Use Charge per dwelling unit as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SECOND REVISED SHEET NO.5A

**RATE SCHEDULE R-4**  
**Multi-Family Housing Service**

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization Adjustment (WNA) Rider (Docket No. 91-01712) as approved by the Tennessee Public Utility Commission

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee Public Utility Commission.

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

TENTH REVISED SHEET NO.10

**RATE SCHEDULE C-1**  
**Small Commercial and Industrial General Service**

**AVAILABILITY**

Available to any commercial or industrial Customer for all purposes that consumes less than or up to 4,000 therms annually. Gas service under this rate schedule in excess of 1,000 THERM per day shall be, at the option of Chattanooga Gas Company (Company), by written contract for a term of one year or less providing for monthly payment of gas Service, and is subject to the Company's determination of available gas supply. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly.

**MONTHLY BASE RATE**

	<u>Winter</u> <u>Net Rate</u> November-April	<u>Summer</u> <u>Net Rate</u> May-October
<u>Customer Base Use Charge</u>	\$39.00	\$35.00
<u>Commodity Charge</u>	22.678¢ Per Therm	18.686¢ Per Therm
<u>Air -Conditioning Charge</u> Rate Per Month	----	8.086¢ Per Therm

Monthly billing in units of Dth or Therms may be based upon monthly or bi-monthly meter readings.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

**SUMMER AIR-CONDITIONING RATE**

Available to any commercial or industrial Customer who has installed and regularly operates a separately metered gas-fired central air-conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein. The volume of gas used for summer air-conditioning purposes will be determined by metering equipment installed by the Company. In the event a single unit provides both heating and cooling, usage during the Summer (billing months of May through October) shall be deemed to be air-conditioning use for purposes hereof.

**MINIMUM BILL**

The minimum monthly bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

ELEVENTH REVISED SHEET NO.10A

**RATE SCHEDULE C-1(Continued)**  
**Small Commercial and Industrial General Service**

**GAS LIGHT SERVICE**

Where Customer has no other use of gas, a gas light may be installed solely at the option of the Company with such service to be provided on a non-metered basis. The monthly billing for such use shall be at the rate of 18 Therms for each light.

**SPECIAL TERMS & CONDITIONS**

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of (1.) 25.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company.

These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization Adjustment (WNA) as approved by the Tennessee Public Utility Commission

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee Public Utility Commission



CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SECOND REVISED SHEET NO. 10B

**RATE SCHEDULE C-1(Continued)**  
**Small Commercial and Industrial General Service**

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

REVISED SHEET NO. 11

**RATE SCHEDULE C-2**  
**Medium Commercial and Industrial General Service**

**AVAILABILITY**

Available to any commercial or industrial Customer for all purposes that consumes greater than 4,000 therms annually. Gas service under this rate schedule in excess of 1,000 THERM per day shall be, at the option of Chattanooga Gas Company (Company), by written contract for a term of one year or less providing for monthly payment of gas Service, and is subject to the Company's determination of available gas supply. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly.

<u>MONTHLY BASE RATE</u>	<u>Winter</u>	<u>Summer</u>
	<u>Net Rate</u>	<u>Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u>	\$75.00	\$75.00
<u>Commodity Charge</u>		
First 3,000 Therms Per Month	19.837¢ Per Therm	15.810¢ Per Therm
Next 2,000 Therms Per Month	18.202¢ Per Therm	12.776¢ Per Therm
Over 10,000 Therms Per Month	17.759¢ Per Therm	11.985¢ Per Therm
Over 15,000 Therms Per Month	9.716¢ Per Therm	9.716¢ Per Therm
<u>Demand Charge</u>		
Rate Unit of Billing Demand	\$7.00 per Dth	\$7.00 per Dth
<u>Air -Conditioning Charge</u>		
Rate Per Month	----	8.086¢ Per Therm

Monthly billing in units of Dth or Therms may be based upon monthly or bi-monthly meter readings.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

**SUMMER AIR-CONDITIONING RATE**

Available to any commercial or industrial Customer who has installed and regularly operates a separately metered gas-fired central air-conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein. The volume of gas used for summer air-conditioning purposes will be determined by metering equipment installed by the Company. In the event a single unit provides both heating and cooling, usage during the Summer (billing months of May through October) shall be deemed to be air-conditioning use for purposes hereof.

**MINIMUM BILL**

The minimum monthly bill shall be the Customer Base Use Charge plus the Demand Charge, as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

REVISED SHEET NO. 11B

**RATE SCHEDULE C-2(Continued)**  
**Medium Commercial and Industrial General Service**

**BILLING DEMAND**

Existing Premises

For existing Premises, the billing demand is calculated based on historical consumption from the prior year using the following methodology:

- (a) The appropriate winter and summer periods are determined based on the Company's billing cycles. Such periods are unique for each Premise, based on its consumption pattern and available data.
- (b) The winter period is based on the billing cycle with the highest average number of heating degree days per day.
- (c) Generally, the summer period includes billing cycles for July and August. If valid data is not available for both months, one month is used. Other non-heat sensitive months may be used if July and August consumption is not representative of baseload (e.g., for gas air conditioning customers).
- (d) The consumption for the summer period is divided by the days in the period to calculate the summer daily baseload.
- (e) The summer daily baseload is multiplied by the days in the winter period to produce a winter baseload.
- (f) The winter baseload is subtracted from the total load in the winter period to isolate the heat sensitive load.
- (g) The heat sensitive load is divided by the heating degree days in the winter period to produce a heat sensitive factor.
- (h) The heat sensitive factor is multiplied by the peak day heating degree days to produce the peak heat sensitive load.
- (i) The peak heat sensitive load is added to the winter baseload to produce the initial billing demand
- (j) The initial billing demand is verified and estimation techniques are employed as necessary where actual data produces unacceptable results.

New Premises

For new Premises, the billing demand is estimated based upon the construction matrix prepared by the Company. The BTU rating of the gas fired equipment and the expected hours of operation on the peak day are used to calculate the Demand Unit. After each new Premises has been receiving service for one year, the Premises is no longer considered a new Premises and the billing demand will be recalculated based upon actual consumption using the billing demand calculation method for existing Premises.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TRA NO. 1

ORIGINAL SHEET 11A

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

REVISED SHEET NO.11C

**RATE SCHEDULE C-2(Continued)**  
**Medium Commercial and Industrial General Service**

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**GAS LIGHT SERVICE**

Where Customer has no other use of gas, a gas light may be installed solely at the option of the Company with such service to be provided on a non-metered basis. The monthly billing for such use shall be at the rate of 18 Therms for each light.

**SPECIAL TERMS & CONDITIONS**

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of (1.) \$15.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company.

These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization Adjustment (WNA) Rider (Docket No. 91-01712) as approved by the Tennessee Public Utility Commission

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

REVISED SHEET NO.11C

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee Public Utility Commission.

**RATE SCHEDULE C-2(Continued)**  
**Medium Commercial and Industrial General Service**

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SEVENTH REVISED SHEET NO.20

**RATE SCHEDULE F-1****Commercial and Industrial Large Volume Firm Sales Service****RESTRICTED AVAILABILITY**

This rate is available to those Customers actually taking service under Rate Schedule F-1 as of February 1, 1994. This rate will be available to additional Customers subsequent to February 1, 1994 only upon Chattanooga Gas Company (Company)'s ability to provide adequate gas supply to support the sale on terms and conditions which are satisfactory in the sole judgment of the Company subject to review by the Tennessee Public Utility Commission when such review is requested by a Customer. Once a qualified Customer elects service under this Rate Schedule, service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule T-2 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.

**AVAILABILITY**

Available to any commercial or industrial Customer for all purposes under the following conditions:

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more.
2. The Company must have available to it a supply of natural gas adequate in the opinion of the Company to meet the Customer's requirements.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers.
4. The gas shall be sold through a single point of delivery and shall not be resold directly or indirectly, without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of not less than 12 months.

**MONTHLY BASE RATE****Customer Base Use Charge****Net Rate****\$300.00****Demand Charge**

Per Unit of Billing Demand

**\$7.00 Per Dth****Commodity Charge**

First 1,500 Dths Per Month

**\$ .8086 Per Dth**

Next 2,500 Dths Per Month

**\$ .6913 Per Dth**

Next 11,000 Dths Per Month

**\$ .3930 Per Dth**

Over 15,000 Dths Per Month

**\$ .2424 Per Dth**

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

EIGHTH REVISED SHEET NO.20A

**RATE SCHEDULE F-1 (Continued)**  
**Commercial and Industrial Large Volume Firm Sales Service**

**MINIMUM BILL**

The minimum monthly bill shall be the Customer's Base Use Charge as shown in the Monthly Base Rate stated above plus the amount of the individual Customer's Monthly Demand Charge and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING DEMAND**

The billing demand shall be the greater of (a) or (b) below or as established in the gas sale agreement when service is provided in conjunction with service provided under another Rate Schedule.

- (a) The demand for the current month is always the highest demand day in any of the previous 11 billing months plus the current billing month - - bearing in mind that demand days are established only during the billing months of November, December, January, February and March.
- (b) The demand will be 65% of the average daily consumption for the preceding months of April through October.

Whenever a Customer commences taking service under this rate between April 1, and October 31 of any year, the billing demand for each billing month prior to the November billing shall be 6% of the monthly consumption in each such. Commencing with the billing month of November, the billing demand shall be determined under (a) or (b), above.

**DETERMINATION OF DEMAND DAY**

The demand day shall be determined at the option of the Company by one of the following methods:

- 1. By measuring the maximum volume of gas taken by the Customer in any one day through the use of volume and pressure recording and measuring equipment installed by the Company.
- 2. When gas is delivered to a Customer through a positive displacement meter without the use of daily recording and measuring equipment, the maximum volume of gas taken in any one day during the billing month shall be 6% of the total volume of gas used by the Customer during such billing month.

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018



CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SEVENTH REVISED SHEET NO.20B

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SEVENTH REVISED SHEET NO.20B

**RATE SCHEDULE F-1 (Continued)**  
**Commercial and Industrial Large Volume Firm Sales Service**

**SPECIAL TERMS AND CONDITIONS**

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the highest index at pipeline receipt points used by the Company on curtailment days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company.

Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee Public Utility Commission.

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SEVENTH REVISED SHEET NO.20B

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

EIGHTH REVISED SHEET NO.25

**RATE SCHEDULE I-1**

**Commercial and Industrial Interruptible Sales Service**

**AVAILABILITY**

Gas sales service available on an interruptible basis to large volume Customers provided Chattanooga Gas Company (Company) has interruptible gas delivery capacity in excess of the then existing requirements of other Customers, and further subject to the following conditions:

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more. A Customer may also qualify for this rate schedule on a summer seasonal basis (May-October) provided the daily usage during this period consistently meets or exceeds 100 Dths.
2. The Company must have available to it a supply of natural gas adequate in the opinion of the Company to meet the Customer's requirements, and further provided the Customer's use under this rate shall not work a hardship on any other rate payers of the Company, nor adversely affect any other class of the Company's Customers. Further provided the Customer's use under this rate shall not adversely affect the Company's gas purchase plans and/or effective utilization of the daily demands under the Company's gas purchase contracts with its suppliers subject to review by the Tennessee Public Utility Commission when such review is requested by a Customer.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers unless the Customer pays all cost to provide required facilities. The cost of such facilities shall be adjusted by the applicable income tax gross-up factor.
4. The gas shall be sold through a single point of delivery and shall not be resold directly or indirectly without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. Upon meeting the qualifications contained therein, a Customer may receive service under Rate Schedule SS-1 concurrent with this Rate Schedule. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule T-1 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.
6. Customer agrees to install and maintain in usable condition standby fuel burning facilities to enable Customer, in the event of a curtailment of gas, to continue operations on standby fuel, or to give satisfactory evidence of his ability and willingness to have the delivery of gas hereunder interrupted or curtailed by the Company in accordance with the special terms and conditions as hereinafter set forth.
- 7.

**MONTHLY BASE RATE**

**Net Rate**

**Customer Base Use Charge**

\$300.00

**Commodity Charge**

First 1,500 Dths Per Month  
Next 2,500 Dths Per Month  
Next 11,000 Dths Per Month

\$ .8086 Per Dth  
\$.6913 Per Dth  
\$.3930 Per Dth

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
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EIGHTH REVISED SHEET NO.25

Over 15,000 Dths Per Month

\$.2424 Per Dth

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

EIGHTH REVISED SHEET NO.25A

**RATE SCHEDULE I-1 (Continued)**  
**Commercial and Industrial Interruptible Sales Service**

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

**AUTHORIZED INCREMENTAL RATE**

When the Company determines that volumes of gas are available to be purchased and transported to Customers under this Rate Schedule, then the Company shall, at its option, be authorized to charge the incremental rate in lieu of the published PGA rate for I-1 Customers for such volumes distributed to those Customers who have been offered and who have agreed to pay such incremental rate in lieu of having their gas service curtailed. On days when gas is not being withdrawn from the Company's Liquid Natural Gas (LNG) facility for system supply, the incremental rate shall be the applicable index rate plus the variable pipeline charges. On those days when gas is being withdrawn from the LNG facility, the incremental rate will be increased to reflect the cost of gas used in the liquefaction and vaporization process.

**MINIMUM BILL**

The minimum bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

**INTERRUPTIBLE AND FIRM SERVICE**

Should any Customer qualified to purchase interruptible gas under all the availability provisions quoted above desire to purchase firm gas under Rate Schedule "C-1", "C-2" or "F-1" plus interruptible gas under this Rate Schedule "I-1", said Customer may do so through a single meter installation under the following conditions:

1. The Company and the Customer must agree as to the maximum volume of firm gas to be delivered in any one day under Rate Schedule "C-1", "C-2" or "F-1".
2. The volume of gas to be billed at the interruptible rate will be the total of the deliveries on each day of the billing month in excess of the agreed volumes for Rate Schedule "C-1", "C-2" or "F-1".

CHATTANOOGA GAS COMPANY  
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EIGHTH REVISED SHEET NO.25A

3. The Customer's requirement for interruptible gas must not be consistently less than a minimum daily volume of 100 Dths on an annual or summer seasonal basis (May-October) above and beyond the purchase of firm gas.

CHATTANOOGA GAS COMPANY  
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EIGHTH REVISED SHEET NO.25B

**RATE SCHEDULE I-1 (Continued)**  
**Commercial and Industrial Interruptible Sales Service**

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the installation and monthly cost of any power, telephone lines or wireless facilities necessary for the operation of such equipment.

**SPECIAL TERMS AND CONDITIONS**

The Company will allocate gas available for delivery under this Tariff as equitably as possible among affected Customers giving effect to those similarly situated and in so doing may always give recognition to both its own curtailment plan and those curtailment plans and requirement indexes of its pipeline suppliers to the end that available gas may reach the highest priority of service as determined from time to time by appropriate State and Federal regulatory authorities.

This schedule is subject to interruption on one-half-hour's notice given by the Company by telephone or otherwise. The Company will curtail interruptible gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules and to prevent Customers being served under other rate schedules being adversely affected as the result of gas being delivered under this rate schedule at a price that is below current costs.

Customer shall immediately discontinue the use of interruptible gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of the rate of (1.)\$15.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company.

These additional charges shall be in addition to all other charges payable under this Rate Schedule. The payment of a charge for unauthorized over-run shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run volumes, nor shall such payment to considered as a substitute for any other remedies available to Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of interruptible gas deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018



CHATTANOOGA GAS COMPANY  
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CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

SECOND REVISED SHEET NO.25C

**RATE SCHEDULE I-1 (Continued)**  
**Commercial and Industrial Interruptible Sales Service**

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

CHATTANOOGA GAS COMPANY  
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TPUC NO. 1

EIGHTH REVISED SHEET NO.30

**RATE SCHEDULE T-1**  
**Interruptible Transportation Service**

**TRANSPORTATION SERVICE AGREEMENT**

Interruptible Transportation Service provided hereunder shall be an annual service under a Transportation Service Agreement on an individual Customer basis.

**AVAILABILITY**

Available on an interruptible basis under a Transportation Service Agreement to large volume Customers provided Chattanooga Gas Company (Company) has interruptible gas delivery capacity in excess of the then existing requirements of other Customers, and further subject to the following conditions:

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more. A Customer may also qualify for this rate schedule on a summer seasonal basis (May-October) provided the daily usage during this period consistently meets or exceeds 100 Dths.
2. The Customer's use under this rate shall not work a hardship on any other rate payers of the Company, nor adversely affect any other class of the Company's Customers and further provided the Customer's use under this rate shall not adversely affect the Company's gas purchase plans and/or effective utilization of the daily demands under the Company's gas purchase contracts with its suppliers subject to review by the Tennessee Public Utility Commission when such review is requested by Customer.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers unless the Customer pays all cost (including applicable Income Tax) to provide required facilities
4. The gas shall be delivered through a single point of delivery and shall not be resold directly or indirectly, without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. Upon meeting the qualifications contained therein, a Customer may receive service under Rate Schedule SS-1 concurrent with this Rate Schedule. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule I-1 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.

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**RATE SCHEDULE T-1 (Continued)**

**Interruptible Transportation Service**

6. Customer agrees to install and maintain standby fuel burning facilities to enable Customer, in the event of curtailment of service, to continue operations on standby fuel, or to give satisfactory evidence of the ability and willingness to have the service hereunder interrupted or curtailed by the Company in accordance with the terms and conditions set forth herein. .

MONTHLY BASE RATE

\*Net Rate

Customer Base Use Charge

\$300.00

System Capacity Charge

Per Unit of Billing Demand

\$1.75 Per Dth

Commodity Charge

First 1,500 Dths Per Month

\$ .8086 Per Dth

Next 2,500 Dths Per Month

\$ .6913 Per Dth

Next 11,000 Dths Per Month

\$ .3930 Per Dth

Over 15,000 Dths Per Month

\$ .2424 Per Dth

Other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

\*Company's Transportation Service Rate is in addition to all other applicable Pipeline Transportation Rates and Charges.

**BILLING DEMAND**

The billing demand shall be the greater of (a) or (b) below:

- (a) The demand for the current month is always the highest demand day in any of the previous 11 billing months plus the current billing month - - bearing in mind that demand days are established only during the billing months of November, December, January, February and March
- (b) The demand will be 65% of the average daily consumption for the preceding months of April through October.

Whenever a Customer commences taking service under this rate between April 1, and October 31 of any year, the billing demand for each billing month prior to the November billing shall be 6% of the monthly consumption in each such month. Commencing with the billing month of November, the billing demand shall be determined either under (a) or (b) above.

**DETERMINATION OF DEMAND DAY**

The demand day shall be determined at the option of the Company by one of the following methods:

1. By measuring the maximum volume of gas taken by the Customer in any one day through the use of volume and pressure recording and measuring equipment installed by the Company.

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2. When gas is delivered to a Customer through a positive displacement meter without the use of daily recording and measuring equipment, the maximum volume of gas taken in any one day during the billing month shall be 6% of the total volume of gas used by the Customer during such billing month.

**RATE SCHEDULE T-1 (Continued)**  
**Interruptible Transportation Service**

**AUTHORIZED INCREMENTAL RATE**

When the Company determines that volumes of gas are available to be purchased and transported to Customers under this Rate Schedule, then the Company shall, at its option, be authorized to charge the incremental rate Customers for such gas supply distributed to those Customers who have been offered and who have agreed to pay such incremental rate in lieu of having their gas service curtailed. On days when gas is not being withdrawn from the Company's Liquid Natural Gas (LNG) facility for system supply, the incremental rate shall be the applicable index rate plus the variable pipeline charges. On those days when gas is being withdrawn from the LNG facility, the incremental rate will be increased to reflect the cost of gas used in the liquefaction and vaporization process.

**MINIMUM BILL**

The minimum bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

**BALANCING**

The Company reserves the right to require daily balancing on any day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons.

It shall be the Customer's responsibility to maintain a daily and monthly balance with the Company to insure system integrity and avoid any assessment of penalties against the Company by the Interstate Pipelines. To insure such, Customers are required to nominate on a daily basis. If the Company is assessed a penalty by a Customer's transporting pipeline, the Company shall have the right to pass-through all such penalties to the

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Customer to the extent the Customer or Customer's agent is responsible for causing the Company to be assessed such penalties.

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**RATE SCHEDULE T-1 (Continued)**  
**Interruptible Transportation Service**

**CASH OUT OF MONTHLY IMBALANCES**

Any difference between the quantities delivered to the Company's city gate facilities for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known 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 will buy an amount of gas equal to the deficiency from the Company. The Customer shall pay a price equal to the highest Daily Index Cost of Gas, as determined from S&P Global Platts *Gas Daily* in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" in the first issue of such publication following the date of the transaction plus the 100% load factor FT transportation rate, applicable surcharges and fuel on the relevant pipeline times the premium percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate. If the Customer consumes less gas than it has 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 by paying the Customer a price equal to the lowest Daily Index Cost of Gas, as determined from S&P Global Platts *Gas Daily* in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" in the first issue of such publication following the date of the transaction, applicable surcharges and fuel on the relevant pipeline times the discount percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate:

Percentage of the Imbalance	Short Premium	Long Discount
Equal to or less than 10%	100%	100%
Over 10% & equal to or less than 15%	120%	80%
Over 15% & equal to or less than 20%	140%	60%
Over 20%	150%	50%

The Daily Index Cost of Gas shall be derived from the prices published in *Gas Daily* in the Daily Price Survey.

Southern Natural , La	X	43%
	+	
Tennessee, zone 0	X	17%
	+	
Tennessee, La, 500 Leg	X	20%
	+	
Tennessee, La, 800 Leg	X	20%

The Company will collect gross receipt tax on the incremental gross gas related charges. Any difference between the actual cost of gas incurred by the Company and the Index prices defined above will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7. Increments or decrements which may result for the PGA will not apply to the cash-out mechanism.

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SECOND REVISED SHEET NO.30D

**RATE SCHEDULE T-1 (Continued)**  
**Interruptible Transportation Service**

**LIMITING AND CURTAILING GAS SERVICE**

Transportation Service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**SPECIAL TERMS AND CONDITIONS**

This schedule is subject to interruption on one-half-hour's notice given by the Company by telephone or otherwise. The Company will curtail transportation gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

Customer shall immediately discontinue the use of transported gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or a daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing order volumes shall be paid for by the Customer at the greater of the rate of (1.)\$15.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment or daily balancing days and all applicable pipeline and/or gas supplier penalties and/or charges that are the result of the Customer's failure to comply with a curtailment or daily balancing order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

The payment of a charge for unauthorized over-run 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 Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of interruptible transportation service deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

**GENERAL TERMS AND CONDITIONS**

Transportation Service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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SEVENTH REVISED SHEET NO.31

**RATE SCHEDULE T-2**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

**TRANSPORTATION SERVICE AGREEMENT**

Interruptible Transportation Service provided hereunder shall be an annual service under a Transportation Service Agreement on an individual Customer basis.

**AVAILABILITY**

Available on an Interruptible basis to eligible large volume Customers. Transportation Service shall be by Transportation Service Agreement in conjunction solely with service under Rate Schedule F-1.

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more.
2. The Customer's use under this rate shall not work a hardship on any other rate payers of Chattanooga Gas Company ( Company), nor adversely affect any other class of the Company's Customers and further provided the Customer's use under this rate shall not adversely affect the Company's gas purchase plans and/or effective utilization of the daily demands under the Company's gas purchase contracts with its suppliers subject to review by the Tennessee Public Utility Commission when such review is requested by Customer.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers.
4. The gas shall be delivered through a single point of delivery and shall not be resold directly or indirectly, without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. Upon meeting the qualifications contained therein, a Customer may receive service under Rate Schedule SS-1 concurrent with this Rate Schedule. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule F-1 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.

**MONTHLY BASE RATE**

**\*Net Rate**

Customer Base Use Charge

\$300.00

Demand Charge

Per Unit of Billing Demand

\$7.00 Per Dth

Commodity Charge

First 1,500 Dths Per Month

\$.8086 Per Dth

Next 2,500 Dths Per Month

\$.6913 Per Dth

Next 11,000 Dths Per Month

\$.3930 Per Dth

Over 15,000 Dths Per Month

\$.2424 Per Dth

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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TPUC NO. 1

SIXTH REVISED SHEET NO.31B

**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

Firm Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

\* Company's Transportation Service Rate is in addition to all other applicable Pipeline Transportation Rates and Charges.

**MINIMUM BILL**

The Minimum Monthly Bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate as stated above plus the amount of the individual Customers' Monthly Demand Charge and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for Transportation Service hereunder shall be subject to adjustment for changes in the cost of Firm purchased gas demand charges in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee Public Utility Commission.

**SPECIAL TERMS AND CONDITIONS**

In the event of curtailment of interruptible transportation service by the Company, the pipeline transporter, or Seller, the Company agrees to supply the contracted quantity of natural gas to the Customer stated in Dths/day pursuant to the terms and conditions of Rate Schedule F-1 and the related gas sales agreement thereto or any amendments thereto. It is the intent that the Customer at all times receives the contracted stated quantity of firm gas supply from interruptible transportation service or from firm natural gas sales purchased from the Company. Service hereunder, however, shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

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**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

**BALANCING**

It shall be the Customer's responsibility to maintain a daily and monthly balance with the Company to insure system integrity and avoid any assessment of penalties against the Company by the Interstate Pipelines. To insure such, Customers are required to nominate on a daily basis. If the Company is assessed a penalty by a Customer's transporting pipeline, the Company shall have the right to pass-through all such penalties to the Customer to the extent the Customer or Customer's agent is responsible for causing the Company to be assessed such penalties.

**CASH OUT OF MONTHLY IMBALANCES**

Any difference between the quantities delivered to the Company's city gate facilities for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. If the Customer consumes more gas than the Customer has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and will buy an amount of gas equal to the deficiency from the Company in under the applicable F-1 Rate. If the Customer consumes less gas than it has 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 by paying the Customer a price equal to the lowest Daily Index Cost of Gas, as determined from the "S&P Global Platts *Gas Daily* in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint", in the first issue of such publication following the date of the transaction, applicable surcharges and fuel on the relevant pipeline times the discount percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate:

Percentage of the Imbalance	Long Discount
Equal to or less than 10%	100%
Over 10% & equal to or less than 15%	80%
Over 15% & equal to or less than 20%	60%
Over 20 %	50%

The Weighted Index Price" shall be derived from the prices published in *Gas Daily* from the Daily Price Survey.

Southern Natural , La	X	43%
	+	
Tennessee, zone 0	X	17%
	+	
Tennessee, La, 500 Leg	X	20%
	+	
Tennessee, La, 800 Leg	X	20%

The Company will collect gross receipt tax on the incremental gross gas related charges.

Any difference between the actual cost of gas incurred by the Company and the Index prices defined above will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative

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Rule 1220-4-7. Increments or decrements which may result for the PGA will not apply to the cash-out mechanism.

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SECOND REVISED SHEET NO.31C

**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

**LIMITING AND CURTAILING GAS SERVICE**

Transportation Service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**SPECIAL TERMS AND CONDITIONS**

This schedule is subject to interruption on one-half-hour's notice given by the Company by telephone or otherwise. The Company will curtail transportation gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

Customer shall immediately discontinue the use of transportation gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment or daily balancing days and all applicable pipeline and/or gas supplier penalties and/or charges that are the result of the Customer's failure to comply with a curtailment order or daily balancing order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

The payment of a charge for unauthorized over-run 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 Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of interruptible gas deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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TPUC NO. 1

ORIGINAL SHEET NO.31D



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TPUC NO. 1

ORIGINAL SHEET NO.31D

**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

**GENERAL TERMS AND CONDITIONS**

Transportation service hereunder shall be subject to the company's rules and regulations as filed with the Tennessee Public Utility Commission. The effectiveness of this tariff sheet will terminate should it be determined by the Tennessee Public Utility Commission that the limiting provisions contained in paragraph 2 of the availability section of this rate schedule are required to be implemented.

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THIRD REVISED SHEET NO.33

**RATE SCHEDULE T-3**  
**Low Volume Transport**

**TRANSPORTATION SERVICE AGREEMENT**

Transportation Service provided hereunder shall be an annual service under a Transportation Service Agreement on an individual Customer basis.

**AVAILABILITY**

Available to commercial or industrial Customer consistently using 400 Dths on an annual basis. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule C-1 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.

**MONTHLY BASE RATE**

	<u>Winter</u> <u>Net Rate*</u> November-April	<u>Summer</u> <u>Net Rate*</u> May-October
<u>Customer Base Use Charge</u>	\$75.00	\$75.00
<u>Commodity Charge</u>		
First 3,000 Therms Per Month	19.837¢ Per Therm	15.810¢ Per Therm
Next 2,000 Therms Per Month	18.202¢ Per Therm	12.776¢ Per Therm
Next 10,000 Therms Per Month	17.759¢ Per Therm	11.985¢ Per Therm
Over 15,000 Therms Per Month	9.718¢ Per Therm	9.716¢ Per Therm
<u>Demand Charge</u>		
Rate Unit of Billing Demand	\$7.00 per Dth	\$7.00 per Dth

The Purchased Gas Adjustment Demand Component applicable to service under the Rate Schedule C-2, computed in accordance with TPUC Administrative Rule 1220-4-7, shall apply to the Rate Schedule T-3 Demand Charge as set out above. Other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

\* Company's Transportation Service Rate is in addition to all other applicable Pipeline Transportation Rates and Charges.

**MINIMUM BILL**

The minimum monthly bill shall be the Customer Base Use as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. The Customer shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

**BILLING DEMAND**

Existing Premises

For existing premises, the billing demand is calculated based on historical consumption from the prior year using the following methodology:

- (a) The appropriate winter and summer periods are determined based on the Company's billing cycles. Such periods are unique for each Premise, based on its consumption pattern and available data.
- (b) The winter period is based on the billing cycle with the highest average number of heating degree days per day.
- (c) Generally, the summer period includes billing cycles for July and August. If valid data is not available for both months, one month is used. Other non-heat sensitive months may be used if July and August consumption is not representative of baseload (e.g., for gas air conditioning customers).
- (d) The consumption for the summer period is divided by the days in the period to calculate the summer daily baseload.
- (e) The summer daily baseload is multiplied by the days in the winter period to produce a winter baseload.
- (f) The winter baseload is subtracted from the total load in the winter period to isolate the heat sensitive load.
- (g) The heat sensitive load is divided by the heating degree days in the winter period to produce a heat sensitive factor.
- (h) The heat sensitive factor is multiplied by the peak day heating degree days to produce the peak heat sensitive load.
- (i) The peak heat sensitive load is added to the winter baseload to produce the initial billing demand
- (j) The initial billing demand is verified and estimation techniques are employed as

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necessary where actual data produces unacceptable results.

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**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

New Premises

For new Premises, the billing demand is estimated based upon the construction matrix prepared by the Company. The BTU rating of the gas fired equipment and the expected hours of operation on the peak day are used to calculate the Demand Unit. After each new Premises has been receiving service for one year, the Premises is no longer considered a new Premises and the billing demand will be recalculated based upon actual consumption using the billing demand calculation method for existing Premises.

**SPECIAL TERMS & CONDITIONS**

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing volumes shall be paid for by the Customer at the greater of (1.) the rate of \$15.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment or daily balancing days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

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**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

**CASH OUT OF MONTHLY IMBALANCES**

Any difference between the quantities delivered to the Company's city gate facilities for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. If the Customer consumes more gas than the Customer has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and will buy an amount of gas equal to the deficiency from the Company in under Rate Schedule C-2. If the Customer consumes less gas than it has 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 by paying the Customer a price equal to the lowest Daily Index Cost of Gas, as determined from S&P Global Platts *Gas Daily* in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint", in the first issue of such publication following the date of the transaction, applicable surcharges and fuel on the relevant pipeline times the discount percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate:

Percentage of the Imbalance	Long Discount
Equal to or less than 10%	100%
Over 10% & equal to or less than 15%	80%
Over 15% & equal to or less than 20%	60%
Over 20 %	50%

The Weighted Index Price" shall be derived from the prices published in *Gas Daily* from the Daily Price Survey.

Southern Natural , La	X	43%
	+	
Tennessee, zone 0	X	17%
	+	
Tennessee, La, 500 Leg	X	20%
	+	
Tennessee, La, 800 Leg	X	20%

The Company will collect gross receipt tax on the incremental gross gas related charges.

Any difference between the actual cost of gas incurred by the Company and the Index prices defined above will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7. Increments or decrements which may result for the PGA will not apply to the cash-out mechanism.

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THIRD REVISED SHEET NO.33D

**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission

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**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service**

**AVAILABILITY**

Available for all gas service furnished to any non-Residential Customer who uses Natural Gas as an energy source for the propulsion of motor vehicles when the natural gas is delivered by Chattanooga Gas Company (Company) into facilities which compress the natural gas for such use, who contract in writing for service under this Rate Schedule.

**MONTHLY DISTRIBUTION RATE**

The Customer may elect to receive service under any non-Residential Rate Schedule, provided that the Customer would otherwise meet the requirements to be served under the provisions of the Rate Schedule elected. The rates and charges applicable to service provided under the Rate Schedule elected by the Customer shall apply to gas delivered to the facilities. Unless otherwise noted, the terms and conditions of the Rate Schedule elected shall apply. The prohibition for resale included in the Rate Schedule elected by the Customer does not apply to gas delivered into such compression facilities.

**COMPANY PROVIDED FACILITIES LOCATED ON CUSTOMER'S PREMISES**

If Chattanooga Gas Company provides and maintains, on the Customer's premises, the necessary facilities for compression and dispensing of such natural gas into motor vehicles, the following additional Facilities Charge shall apply. The provision and maintenance of the facilities does not include the dispensing of compressed natural gas into vehicles, or the provision of electricity required to operate the facility. The dispensing of compressed natural gas into vehicles, and the payment for electricity used to operate the facility, shall be the responsibility of the Customer.

**MONTHLY FACILITY CHARGE**

The Monthly Facilities Charge shall equal 1.6% multiplied by Chattanooga Gas Company's Gross Investment in facilities required to serve Customer.

As used here, Company provided facilities may include dryer(s), compressor(s), storage vessels, controls, cascades, piping, metering, dispensers, and other related facilities and components including the necessary redundancy to provide for reliable service. Gross Investment means the total installed cost of the facilities before any adjustment for accumulated depreciation, a Contribution in Aid of Construction (CIAC), etc. The 1.6% factor is subject to adjustment if the Customer makes a Contribution in Aid of Construction. The adjusted factor will be as stated in the Company's contract for service provided under this Rate Schedule.



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**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

**LIMITED ACCESS FACILITIES LOCATED ON THE COMPANY'S PREMISES**

Chattanooga Gas Company may, under contract with one or more Customer(s), provide and maintain, on the Company's premises, the necessary facilities for compression and dispensing of such natural gas into motor vehicles. The Customer(s) may elect to purchase gas from the Company under any of the applicable non-Residential Rate Schedules, provided that the Customer would otherwise meet the requirements to be served under the provisions of the Rate Schedule elected. The Company, at its discretion, may allow a Customer to elect to receive service under a Transportation Rate Schedule provided that the Customer would otherwise meet the requirement to be served under the Transportation Rate Schedule elected.

In addition to the distribution and gas charges as provided under the Rate Schedule elected by the Customer, the following charges shall apply:

**MONTHLY FACILITY CHARGE**

The Monthly Facilities Charge shall be 1.6% multiplied by the Company's Gross Investment in facilities required to serve the customer.

As used here, Company provided facilities may include dryer(s), compressor(s), storage vessels, controls, cascades, piping, metering, dispensers, other related facilities and related components including the necessary redundancy to provide for reliable service, and land and land rights. Gross Investment means the total installed cost of the facilities before any adjustment for accumulated depreciation, a Contribution in Aid of Construction (CIAC), etc. The 1.6% factor is subject to adjustment if the Customer(s) makes a Contribution in Aid of Construction. If service is provided under contract to more than one Customer, the Monthly Facilities charge for each Customer shall be as stated in the contract with the individual Customers.

**ELECTRICITY**

Monthly the actual cost of the electricity used to operate the facility shall be billed to the Customer(s) in accordance with the contract with the Customer(s).

**COMPRESSED GAS DISPENSING FEE**

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The Company may, under contract, operate the facility and dispense fuel on behalf of the Customer(s). If such operation and dispensing service is provided, the Customer(s) will be billed for such service in accordance with the contract(s) with the Customer(s).

**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

**TAX**

If the Company operates the facility and dispenses fuel under contract on behalf of the Customer(s), the Company shall collect from the Customer and remit to the applicable authority any tax or fee on compressed natural gas disbursed as motor fuel.

Any service provided from a facility located on the Company's premises shall be provided at the time and under the terms and conditions as determined by the Company and specified in the contract(s) with the Customer(s).

**PUBLICLY ACCESSIBLE FACILITIES LOCATED ON COMPANY'S PREMISES**

If Chattanooga Gas Company provides and maintains facilities on its own premises to provide Compressed Natural Gas as motor fuel for its own use and/or provides natural gas and provide compression service to a Customer who operates the facility and uses the Compressed Natural Gas as motor fuel and/or provides Compressed Natural Gas to the general public, the following charges shall apply:

**Compression Service**

\$0.50 /Therm for natural gas delivered into the facility.

**Distribution and Gas Cost**

The rates and charges applicable to service provided under Small Commercial and Industrial General Service Rate Schedule (C-1) Rate Schedule shall apply to volumes delivered to the facility.

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The collection and remittance of any federal or state tax imposed on compressed natural gas dispensed for use as motor fuel from facilities shall be the responsibility of the Customer who operates the facility.

If the Customer who operates the facility provides service to the general public, the price of Compressed Natural Gas provided to the general public shall be at a non-regulated price as determined by the Customer.

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**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

**MINIMUM BILL**

If the Customer provides and maintains the necessary facilities, the minimum monthly bill shall be the minimum bill as provided for the Rate Schedule elected by the Customer.

If the Company provides and maintains facilities on the Customer's premises or provides a Limited Access Facility on the Company's premises, the minimum monthly charge for service shall be as provided in the Company's contract for service provided under this Rate Schedule. The contract may require any of the following or a combination of the following: a commitment to purchase service for a minimum period of time; a commitment to take-or-pay for a minimum amount of service; a contribution in aid of construction; a bond or letter of credit, or other provisions as determined appropriate by the Company.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for service under this Rate Schedule shall be adjusted for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits including but not limited to the WNA and the Interruptible Margin Credit Rider as determined to be applicable and approved by the Tennessee Public Utility Commission for service provided under the Rate Schedule elected by the Customer.

**SPECIAL TERMS AND CONDITIONS**

The collection and remittance of any federal or state tax imposed on compressed natural gas dispensed for use as motor fuel from facilities owned by the Customer or from Company provided facilities located on the Customer's premise shall be the responsibility of the Customer.

If a Customer is phasing in the use of compressed natural gas as motor fuel and is acquiring and placing into service vehicles fueled by compressed natural gas over a period of years, the

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Monthly Facilities Charge may be phased-in over the term of the contract. However the net present value of the revenue from the phased-in Facilities Charges, discounted at the Company's authorized rate of return, shall be equal to the net present value of the revenue

**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

that would be generated over the term of the contract if the Monthly Facilities Charge was not phased-in. Any such phase-in shall be provided in the contract for service.

The gas supplied under any agreement is supplied by the Company and purchased by the Customer upon the express condition that the gas so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer to be used only as herein provided; and the Company shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the said gas on the Customer's premises, or elsewhere, after it passes the Company's metering equipment or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the piping or appliances of the Customer; or for any loss or damage by reason of the construction, maintenance or use of the service pipe from the entrance upon the Customer's property to the metering equipment or point of delivery, nor for the inspection of repairs thereof. The Company expressly reserves the right to include, in the contract with the Customer, provisions regarding the Company's or the Customer's liability and insurance requirements as determined appropriate by the Company.

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission as well as the contractual provisions contained in the contract for service hereunder.

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**RATE SCHEDULE V-2**  
**Residential Natural Gas Vehicle Service**

**AVAILABILITY**

Available for all gas service furnished to any Residential Customer who uses Natural Gas as an energy source for the propulsion of motor vehicles when the natural gas is delivered by Chattanooga Gas Company (Company) into facilities which compress the natural gas for such use, who contract in writing for service under this Rate Schedule.

**MONTHLY DISTRIBUTION RATE**

The rates and charges applicable to service provided under the Residential General Service, Rate Schedule R-1 shall apply to gas delivered to the facilities. Unless otherwise noted, the terms and conditions of the Rate Schedule R-1 shall apply. For the purpose of this Rate Schedule, home fueling of a motor vehicle is classified as residential use.

**COMPANY PROVIDED FACILITIES LOCATED ON CUSTOMER'S PREMISES**

If Chattanooga Gas Company provides and maintains the necessary facilities for compression and dispensing of such natural gas into vehicles on the Customer's premises, the following additional charge shall apply. The provision and maintenance of the facilities does not include the dispensing of compressed natural gas into vehicles, or the provision of electricity required to operate the facility. The dispensing of compressed natural gas into vehicles, and the payment for electricity used to operate the facility, shall be the responsibility of the Customer.

**MONTHLY FACILITY CHARGE**

1.4% multiplied by Chattanooga Gas Company's Gross Investment in facilities required to serve the Customer.

As used here, Gross Investment means the total installed cost of the facilities before any adjustment for accumulated depreciation, a Contribution in Aid of Construction (CIAC), etc. The 1.4% factor is subject to adjustment if the Customer makes a Contribution in Aid of Construction. The adjusted factor will be as stated in the Company's contract for service provided under this Rate Schedule.

**MINIMUM BILL**

If the Customer provides and maintains the necessary facilities, the minimum monthly bill shall be the minimum bill as provided in the Residential R-1 Rate Schedule.

If the Company provides and maintains the facilities on the Customer's premises, the minimum monthly charge for service shall be as provided in the Company's contract for service provided under this Rate Schedule. The contract may require any of the following or a combination of any of the following: a commitment to purchase service for a minimum

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period of time; a commitment to take-or-pay for a minimum amount of service; a contribution in aid of construction; or other provisions as determined appropriate by the Company.

**RATE SCHEDULE V-2**  
**Residential Natural Gas Vehicle Service (Continued)**

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for service under this Rate Schedule shall be adjusted for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits including but not limited to the WNA and the Interruptible Margin Credit Rider as determined to be applicable and approved by the Tennessee Public Utility Commission for service provided under the Residential General Service Rate Schedule R-1.

**SPECIAL TERMS AND CONDITIONS**

The collection and remittance of any federal or state tax or fee imposed on compressed natural gas dispensed for use as motor fuel from facilities located on the Customer's premise shall be the responsibility of the Customer.

The gas supplied under any agreement is supplied by the Company and purchased by the Customer upon the express condition that the gas so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer to be used only as herein provided; and the Company shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the said gas on the Customer's premises, or elsewhere, after it passes the Company's metering equipment or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the piping or appliances of the Customer; or for any loss or damage by reason of the construction, maintenance or use of the service pipe from the entrance upon the Customer's property to the metering equipment or point of delivery, nor for the inspection of repairs thereof. The Company expressly reserves the right to include, in the contract with the Customer, provisions regarding the Company's or the Customer's liability as determined appropriate by the Company.

**LIMITING AND CURTAILING GAS SERVICE**

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public Utility Commission.

### GENERAL TERMS AND CONDITIONS

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission as well as the contractual provisions contained in the contract for service hereunder.

#### **RATE SCHEDULE SS-1** **Special Service**

#### AVAILABILITY

This Rate Schedule is available to any commercial, industrial or transportation service Customer on those occasions when Chattanooga Gas Company (Company) has gas or transportation service that it cannot sell pursuant to its Interruptible Rate Schedule I-1 or Interruptible Transportation Rate Schedule T-1. On such occasions, the gas or transportation sales would be lost to the Company and to its Customers. This Rate Schedule is designed to permit the Company to sell such gas, or transportation service at negotiated rates and for the purpose of enabling the Company to compete with alternate fuels available for use by its Customers.

Service under this Rate Schedule is available to Customers on a temporary basis within the franchised territory of the Company and who are connected to the Company's distribution system and to transportation service Customers who can be served by pipeline supplier transportation arrangements. Service may be provided under this Rate Schedule only in the event that the Company has volumes of gas or transportation service that cannot be sold under other applicable Rate Schedules of the Company because of alternate fuel competition.

#### MONTHLY RATE

The Customer shall pay the Company for all gas or transportation service provided under this Rate Schedule at a predetermined net rate negotiated prior to providing service.

#### MINIMUM BILL

The minimum bill shall be the applicable Customer Base Use Charge due under Rate Schedule I-1 or T-1 and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

#### PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

#### ALTERNATE FUEL PRICE

In order to qualify for negotiated rates available under this Rate Schedule, the Customer shall furnish the Company with an affidavit setting forth the equivalent alternate fuel price, the quality of the alternate fuel, the quantity of the alternate fuel available at the current alternate fuel price and the period of time for which the current alternate fuel price will be effective.



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SPECIAL TERMS AND CONDITIONS

When gas or transportation service is available for delivery under this Rate Schedule, the Company will always give recognition to both its own curtailment plan and those curtailment plans and requirement indexes of its pipeline suppliers to the end that available gas may reach the highest priority of service as determined from time to time by appropriate State and Federal regulatory authorities.

This Rate Schedule is subject to interruption on one-half-hours' notice given by the Company by telephone or otherwise. The Company will curtail gas or transportation service to the Customers under this Rate Schedule prior to curtailment of service under any other Rate Schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

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**RATE SCHEDULE SS-1 (Continued)**  
**Special Service**

**SPECIAL TERMS AND CONDITIONS** (Continued)

Customer shall immediately discontinue the use of gas or transportation service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the highest index price at pipeline receipt points used by the Company on curtailment or daily balancing days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

The payment of a charge for unauthorized over-run shall not under any circumstances be considered as giving any such right to take unauthorized over-run volumes, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of gas deliveries in whole or in part under this Rate Schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

**GENERAL TERMS AND CONDITIONS**

Service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee Public Utility Commission.

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SECOND REVISED SHEET NO.38

## **RATE SCHEDULE TPS**

### **APPLICABILITY**

The provisions of this Rate Schedule shall apply to brokers, marketers, and Customers intending to act as their own gas supplier, and other third party suppliers (collectively “Third Party Suppliers” or “TPS”) of natural gas that wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company’s City Gate for Transportation Customers. Each Customer that elects a third party supplier must provide the Company a shipper letter designating the TPS that is to deliver gas to the Company’s system on behalf of the Customer. A Customer may designate no more than one TPS each month.

### **NOMINATIONS FOR SERVICE**

Daily, a TPS shall provide the Company the day prior to delivery by at least 12:30 PM Eastern Standard Time an estimate of its deliveries (“nomination”) via the Company’s Electronic Bulletin Board (EBB) to meet each of their Customers’ daily requirements. The TPS shall use its best efforts to match their daily nominations to requirements for the Customers it serves. Failure to provide nominations may result in suspension of service to Customers of the offending TPS. Failure to comply with the Company’s nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs to their Customers. The Company reserves the right to determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer’s meter location, require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances. The Company shall show the reason for any such requirement for daily balancing or curtailments of service upon request of any affected Customer or any regulatory agency. The Company will provide the TPS in all instances with notice that daily balancing will be imposed by posting such daily balancing alerts to its EBB. The Company shall provide such notice as soon as reasonably practicable. It shall be the responsibility of the TPS to notify its Customers of the alert and the supply available to each facility served by the TPS. In the event a Customer delivers to an ineligible receipt point(s) or a receipt point(s) not identified as eligible by the Company, the Customer will be charged the rate of \$50.00 per Dth and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with deliveries to the receipt point(s) as directed by the Company.

In making nominations the TPS shall provide the following:

- (1) The Customer for whom the nomination is being made.
- (2) The pipeline company and the pipeline transportation contract identifiers under which gas deliveries will be made to the Company’s distribution system.
- (3) The daily quantity of gas, expressed in MMBTU (Dekatherms), to be tendered at each receipt point.
- (4) Maintain connectivity to the Company’s EBB at all times in order to receive communication from Company at any and all times.
- (5) The name, address, and telephone number of a contact person that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.
- (6) Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

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### **RATE SCHEDULE TPS (continued)**

If Customer's TPS fails to comply with provisions 1 through 6 above, the Company may elect not to schedule the commencement of service or allow the TPS's Customers to participate in Monthly Imbalance Trading. The Company shall, as soon as reasonably practicable, provide notice to the Customers of such a TPS of the TPS' failure to comply with these provisions that result in the Company not scheduling service or the prohibition of the Customers' participation in Monthly Imbalance Trading. Customers whose designated TPS is prohibited from scheduling service may receive service and purchase gas from the Company under the applicable corresponding Rate Schedule for the remainder of the month. Beginning with the next month the Customer must notify the Company that the Customer will act as its own gas supplier, or designate another TPS.

### **INDEMNIFICATION**

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company's system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries to the City Gate on behalf of a transporting Customer.

### **DAILY AND MONTHLY CONTRACT BALANCING**

All TPS Customers will automatically be placed in a non-discriminatory monthly balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS Customers participating in the pool for the purpose of determining whether imbalance premiums as set forth in the applicable Rate Schedule will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a monthly balancing pool.

#### **a) Daily Balancing**

The Company reserves the right to require daily balancing on any day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons.

The Company will provide the TPS in all instances notice that daily balancing will be imposed. It is the responsibility of the TPS to notify its Customers that daily balancing is in effect or that the Customer must comply with a curtailment order as directed by the Company.

In the event that daily balancing is imposed in accordance with this section, TPSs shall be required to notify their Customers that daily balancing is in effect, and that if a Customer takes daily gas deliveries in excess of the Customers' daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event any of TPS's Customers do not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, in accordance with the provisions of the Rate Schedule under which the Customer is served, such daily volumes taken in excess of curtailment or daily balancing order volumes shall be paid for by the Customer at the greater of the rate of (1.)\$15.00 per Dth or (2.) ten times the highest index at pipeline receipt points used by the Company on curtailment or daily balancing days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment or daily balancing order as directed by the Company. These charges shall be in addition to all other charges payable by the Customer under the Rate Schedule under which service is

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provided. The payment of a charge for gas taken in excess of the daily volume allowed by the curtailment order shall not under any circumstances be considered as giving any such TPS Customer the right to take over-run gas, nor shall such payment be considered as a substitute for any other remedies available to Company against the TPS Customer for failure to respect its obligations to

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### **RATE SCHEDULE TPS (continued)**

adhere to the provisions of its contract with the Company. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

If the Company determines that deliveries in excess of the gas consumed by the Customer are beneficial to the systems operation, the Company may waive the "long discounts" as specified in the Rate Schedule under which the customer is served.

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers are served.

The curtailment of interruptible gas deliveries in whole or in part in compliance with the interruption provisions of the Rate Schedule under which the Customer receives service shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

#### **b) Monthly Imbalance Trading**

Any difference between the quantities delivered to the Company's City Gate facilities for the account of a TPS Customer for the month, and the quantities consumed by the TPS Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. If a TPS Customer consumes more gas than it has delivered to the Company, the TPS's Customer will be deemed to be "short" by the amount of the deficiency and will buy an amount of gas equal to the deficiency from the Company. If the TPS's Customer consumes less gas than it has delivered to the Company, the TPS's Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus by paying the Customer a price in accordance with the provisions of this tariff under the Rate Schedule in the Customer receives service. Within two business days after the end of the month the Company shall inform participating TPSs of their Customers' respective monthly cash out position. From three to five business days after the end of the month the Customer imbalances may be traded. At the end of the fifth business day the TPSs who have agreed to trades on behalf of Customers shall notify the Company of their trades through the Company's EBB. Nonetheless, TPSs trading imbalances will, have to set their own prices or methods by which over or under balances will be traded among individual Customers.

### **STANDARDS OF CONDUCT**

In addition to the above terms and conditions, TPS and TPS Customers must agree to comply with any standards of conduct or other requirements set forth by the TPUC.

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EDGS-1

**Economic Development Gas Service**

**AVAILABILITY**

Service under this Schedule is available, in conjunction with other applicable Commercial or Industrial rate schedule, to any qualifying person that meets the eligibility requirements.

**SPECIAL TERMS AND CONDITIONS**

To receive service under this Rate Schedule, the customer's written application to the Company shall include sufficient information to permit the Company to determine the customer's eligibility

**Eligibility Requirements:** A qualifying person must intend to become a new customer with the intent to utilize natural gas to provide significant economic development or environmental benefits within the State of Tennessee or in a manner that increases system utilization; be an existing customer that materially expands its use of natural gas, that provides significant environmental or economic development benefits within the State, or that increases system utilization; or be a new or existing customer that meets other criteria as determined appropriate by the Tennessee Public Utility Commission.

**Significant Economic Benefit:** Customers must intend to: create new jobs or avoid potential job reductions in the State; be identified as a prospect by the Tennessee Department of Economic and Community Development or applicable county or municipal economic development entity; or otherwise provide material benefits in the areas' economic development.

**Significant Environmental Benefit:** Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measureable benefits to improve Tennessee's environment.

**Qualifying Volumes:** To be eligible for service under this rate schedule a new customer must contract to purchase and/or transport at least 1,000 Dth annually. An existing customer must contract to purchase and/or transport of at least 1,000 Dth of additional gas annually. The increase in the volume of gas purchased or transported shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's opinion an abnormal period has occurred as a result of a strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the customer for service under this rate schedule, the Company shall adjust the customer's consumption to eliminate any abnormal condition. The Company, through use of historical data shall determine the base annual consumption for existing customers. Volumes in excess of the base annual consumption shall be used to evaluate the eligibility of the customer to receive service under this rate schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this Rate Schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this Rate Schedule

The existing facilities of the Company must be adequate in the judgment of the Company to supply the new or expanded natural gas requirements. If construction of new or expanded local facilities by the Company

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is required, the customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the customer's request for service and determine the necessity of a Contribution in Aid of Construction for facilities based on the Non-Residential Main and Service Extension provision of the Company's filed tariff.

The customer must execute a contract for service under this tariff for a minimum of 5 years.



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**EDGS-1**  
**Economic Development Gas Service**  
**(Continued)**

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule

The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled the usage requirement to be eligible for service under this rate schedule. If, on an annual basis, the customer fails to fulfill the usage requirement for service under this tariff future service may be provided under the companion rate schedule that would otherwise apply.

**CUSTOMER CHARGE**

A full monthly customer charge per meter as provided under applicable companion tariff is payable regardless of the usage of gas.

**MONTHLY RATE**

The non-gas charges that would be billed in accordance with the companion rate schedule that would otherwise apply to the qualifying volumes if service was not providing under this rate schedule shall be multiplied by the following Adjustment Factors to determine the monthly bill related to the qualifying volumes. For a new customer the factor will be applied to the charges for the total volume delivered. For an existing customer, the factor will be applied to the charges applicable to the volume in excess of the base annual volumes. For monthly billing purposes, 1/12<sup>th</sup> of the base annual volume shall be deducted from actual measured consumption to determine the volume eligible for the discounted factor. The factor will not be applied to the monthly customer charge.

Contract Year	Billing Months	Adjustment Factor	Discount from Companion Rate Schedule
1	1 <sup>st</sup> through 12 <sup>th</sup>	60%	40%
2	13 <sup>th</sup> through 24 <sup>th</sup>	70%	30%
3	25 <sup>th</sup> through 36 <sup>th</sup>	80%	20%
4	37 <sup>th</sup> through 48 <sup>th</sup>	90%	10%
	Beyond the 48 <sup>th</sup> Month	100%	

A new customer may elect to begin service under this rate schedule on the first month service is provided or may elect to delay service under this rate schedule for up to twelve months and purchase service under the companion rate schedule that would otherwise apply until the election is effective.

If the volume of gas purchased or transported in a contract year is less than the volume specified in the contract, the difference in the actual volume and the volume specified in the contract shall be deemed a volume deficiency. For any volume deficiency, the customer shall be billed an amount equal to the non gas volumetric charge that would have been billed for the delivery of the volume equal to the deficiency. The

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bill shall be computed in accordance with the companion rate schedule that would otherwise apply subject to the discount provided under this rate schedule.

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**EDGS-1**  
**Economic Development Gas Service**  
**(Continued)**

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for the applicable taxes, fees, and the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee Public Utility Commission Rules and Regulations, and shall be subject to other adjustments, charges and/or credits as determined to be applicable to the companion rate schedule under which the customer would otherwise be served. The adjustment factor provided under this rate schedule will not be applied to the PGA and other adjustments factors.

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SIXTH REVISED SHEET NO.45

RATE SCHEDULE BBS – 1  
Budget Billing Service

AVAILABILITY

Available to any Residential or Firm Commercial Customer. The Customer's gas account must be current when joining the Budget Billing plan.

GENERAL TERMS AND CONDITIONS

Customer Notification and Application Forms will be mailed in July of each year.

The used-to-date amount consists of the total to date of the Customer's gas bills that the Customer would have incurred from the beginning of the budget plan had the Customer not been on the Budget Billing plan.

The paid-to-date amount consists of all payments to date by the Customer toward the Budget Billing plan from the beginning of the budget plan.

The budget year begins with the September billing and continues throughout the following August. The monthly budget payment amount is determined from the premise's Annual Base. The Annual Base is an actual or calculated dollar amount of the yearly gas usage for the premise. For new Customers who begin the plan in September, the Annual Base is divided by 11.5 to determine the monthly budget installment amount.

Customers may join the plan at any time during the budget year. Budget installments will be determined from the number of months remaining until the end of the budget year.

The minimum monthly budget installment amount is \$5.00. The plan is renewed automatically each year. The Customer may cancel the Budget Billing Agreement at any time upon making a request to return to Regular Billing status.

If the account is past-due and the used-to-date amount exceeds the paid-to-date amount, the account may be removed from the budget plan at the company's option.

BILLING ADJUSTMENTS

Budget Billing accounts are reviewed four times a year. These reviews occur in November, February, May, and August. The monthly installment amount may change with each review. An account will not be reviewed in November or May if the budget plan has been in effect less than two months.

In November, the monthly installment amount will be recalculated if the used-to-date and the billed-to-date amounts differ by more than one monthly budget bill installment. The recalculated amount will be determined as follows. The amounts from the previous year's December through August bills are added to the November difference between the used-to-date and billed-to-date amounts. The total amount is divided by 8.5. If the difference between the current budget installment and the recalculated amount is greater than 35% of the current budget installment, the recalculated amount becomes effective in December.

In February, all Budget Billing accounts will be recalculated. The recalculated amount will be determined as follows. The amounts from the previous year's March through August bills are added to the February difference between the used-to-date and billed-to-date amounts. The total amount is divided by 5.5. When the current budget amount is \$50.00 or greater and the difference between the current and the recalculated

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amount is greater than \$5.00, then the recalculated amount becomes effective in March. When the current budget amount is less than \$50.00 and the difference in the current and recalculated amounts is greater than 10% of the current amount, then the recalculated amount becomes effective in March.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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FIFTH REVISED SHEET NO.45A

**RATE SCHEDULE BBS-1 (Continued)**  
Budget Billing Service

In May, the monthly installment amount will be adjusted if the used-to-date and the billed-to-date amounts differ by more than two monthly budget bill installments. The recalculated amount will be determined as follows. The amounts from the previous year's June through August bills are added to the May difference between the used-to-date and billed-to-date amounts. The total amount is divided by three (3). If the difference between the current budget installment and the recalculated amount is greater than 35% of the current budget installment, the recalculated amount becomes effective in June.

When Customers sign up for the Budget Payment Plan, they may choose to have their excess credits (difference), if any, rolled into the budget amount for next year or they may choose to settle the account at the end of the budget year.

Each Customer who elects the refund option will receive a refund if the difference between the used-to-date and billed-to-date amounts at the end of the budget year is a credit of \$25.00 or greater. A credit balance of less than \$25.00 will be refunded at the request of the Customer. If the difference is a debit, the difference will be billed to the Customer in August.

If the Customer elects the rollover option, a difference of \$12.00 or greater (debit or credit) will be rolled into the new budget year calculations. A difference of less than \$12.00 (debit or credit) will be billed as an adjustment to the regular August installment

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ELEVENTH REVISED SHEET NO. 48

### **INTERRUPTIBLE MARGIN CREDIT RIDER**

#### **APPLICABILITY**

This Rider shall apply to and become part of each of Chattanooga Gas Company's (Company's) Rate Schedules under which gas is sold on a firm basis (hereinafter referred to as "Firm Schedule").

#### **INTENT AND APPLICATION**

This Interruptible Margin Credit Rider is intended to authorize the Company to recover ninety percent (90%) of the gross profit margin losses that result from rates negotiated under the provisions of Special Service Rate Schedule SS-1 or from Customers who switch to alternate fuels where the Company is unable to meet alternate fuel competition.

This Interruptible Margin Credit Rider is also intended to authorize the Company to recover not more than fifty percent (50%) of the gross profit margin that results from transactions with non-jurisdictional Customers that rely on the Company's gas supply assets (all such transactions including off-system sales) should such transactions be made by the Company. The Company shall also recover through this Rider other costs authorized by the Commission.

#### **DETERMINATION OF GROSS PROFIT MARGIN LOSSES**

The gross profit margin loss shall be calculated as ninety percent (90%) of the difference between the Test-Year Targeted Rate Margin as determined in the Company's most recent rate case order of the Commission and the Actual Negotiated Rate Margin.

Any amount of gross profit margin losses shall be recovered from the firm commodity component of gas costs as determined under the presently effective Purchased Gas Adjustment Provision.

#### **FILING WITH THE COMMISSION**

Annually the Company shall file a report of the negotiated rate gross profit margin loss and the gross profit margin from transactions with non-jurisdictional Customers for the accounting/recovery period which shall correspond with the Company's Fiscal Year, or if the Company has an asset management agreement, the accounting/recovery period may be modified to coincide with the contract year of the agreement or, for just cause, with another appropriate accounting/recovery period.

The Company shall charge all authorized negotiated rate gross profit margin losses to the "Deferred Gas Cost" account in accordance with Section III.C. of the Commission's PGA Docket No. G86-1 and shall file the supplemental sheets required by this Rule showing the calculation of the margin losses unless modified and approved by the Commission upon showing good cause.

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THIRD REVISED SHEET NO. 49

## WEATHER NORMALIZATION ADJUSTMENT

### (WNA) RIDER

#### PROVISION FOR ADJUSTMENT

The base rate per therm (100,000 Btu) for gas service set forth in any rate schedules utilized by the Commission in determining normalized test period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment."

#### DEFINITIONS

For Purpose of this Rider:

"Commission" means the Tennessee Public Utility Commission.

"Relevant Rate Order" means the final order of the Commission in the most recent rate case of Chattanooga Gas Company (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.

#### COMPUTATION OF WEATHER NORMALIZATION ADJUSTMENT

The Weather Normalization Adjustment shall be computed to the nearest one-hundredth cent per therm by the following formula:

$$WNA_i = R_i \frac{HSF_i(NDD-ADD)}{(BL_i + (HSF_i \times ADD))}$$

#### Where

- |                  |   |
|------------------|---|
| i                | = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification  |
| WNA <sub>i</sub> | = Weather Normalization Adjustment Factor for the i th Rate Schedule or classification expressed in cents per /therm  |
| R <sub>i</sub>   | = weighted average base rate (base rate less any embedded gas cost) of temperature sensitive sales for the i th schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues |
| HSF <sub>i</sub> | = heat sensitive factor for the i th schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues  |
| NDD              | = normal billing cycle heating degree days utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues   |
| ADD              | = actual billing cycle heating degree days  |
| BL <sub>i</sub>  | = base load sales for the i th schedule or classification utilized by the Commission in the Relevant Rate Order for the purpose of determining normalized test year revenues  |



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**WEATHER NORMALIZATION ADJUSTMENT**

FILING WITH COMMISSION

The Company will file as directed by the Commission (a) a copy of each computation of the Weather Normalization Adjustment, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, and (c) a schedule showing the factors or values derived from the Relevant Rate Order used in calculating such Weather Normalization Adjustment.

**(WNA) RIDER COMPONENTS**

<u>RATE SCHEDULE</u>	<u>WEIGHTED BASE RATE (\$THERM)</u>	<u>HEAT SENSITIVE FACTOR - HSF (THERM)</u>	<u>BASE LOAD - BL (THERM)</u>
<u>R-1 RESIDENTIAL</u> <u>Winter(November-April)</u>	.13921	.167	10.421286
<u>(R-4) MULTI-FAMILY HOUSING SERVICE</u> Winter (November - April)	.26141	7.068	129.975498
<u>C-1 COMMERCIAL AND INDUSTIRAL GENERAL SERVICE</u> <u>(Winter(November-April)</u>	.22678	.314	11.187067
<u>(C-2) MEDIUM COMMERCIAL AND INDUSTRIAL GENERAL SERVICE</u> Winter (November - April)	.18833	2.431	597.422326

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**PURCHASED GAS ADJUSTMENT PROVISION  
PURSUANT TO RULE 1220-4-7 OF  
THE TENNESSEE PUBLIC UTILITY COMMISSION RULES AND REGULATIONS**

**I. GENERAL PROVISIONS**

- A. This Purchased Gas Adjustment (PGA) Rider is intended to permit the Company to recover, in a timely fashion, the total cost of gas purchased for delivery to its Customers and to assure that the Company does not over-collect or under-collect Gas Costs from its Customers.
- B. This Rider is intended to apply to all Gas Costs incurred in connection with the purchase, transportation and/or storage of gas purchased for general system supply, including, but not limited to, natural gas purchased from interstate pipeline transmission companies, producers, brokers, marketers, associations, intrastate pipeline transmission companies, joint ventures, providers of liquefied natural gas (LNG), liquefied petroleum gas (LPG), substitute, supplemental or synthetic natural gas (SNG), and other hydrocarbons used as feed-stock, other distribution companies and end-users, whether or not the Gas Costs are regulated by the Federal Energy Public Utility Commission and whether or not the provider of the gas, transportation or storage is affiliated with the Company.
- C. To the extent practicable, any revision in the PGA shall be filed with the Commission no less than thirty (30) days in advance of the proposed effective date and shall be accompanied by the computations and information required by this Rider. It is recognized, however, that in many instances the Company receives less than 30 days notice from its Suppliers and that other conditions may exist which may prevent the Company from providing 30 days advance notice. Therefore, should circumstances occur where information necessary for the determination of an adjustment under this Rider is not available to the Company so that the thirty (30) days requirement may be met, the Company may, upon good cause shown, be permitted to place such rates into effect with shorter advance notice.
- D. The rates for gas service set forth in all of the Rate Schedules of the Company shall be adjusted pursuant to the terms of the PGA, or any specified portion of the PGA as determined by individual Rate Schedule(s).
- E. No provision of this Rider shall supersede any provision of a Special Contract approved by the Commission.

**II. DEFINITIONS**

- A. **“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, gas inventory charges, minimum bill charges, minimum take charges, take-or-pay charges and take-and-pay charges (except as provided below), storage charges, service fees and transportation charges and any other similar charges which are paid by the Company to its gas suppliers in connection with the purchase, storage or transportation of gas for the Company's system supply.
- B. **“Fixed Gas Costs”** shall mean all Gas Costs based on the Company's right to demand gas or transportation on a daily or seasonal peak; but unless otherwise ordered by the Authority, shall not include other charges paid for gas reserve dedication (e.g., reservation fees and gas inventory

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charges), minimum bill charges, minimum take charges, over-run charges, emergency gas charges, take-or-pay charges or take-and-pay charges (all of which shall be considered commodity costs).

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**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

- C. **“Gas Charge Adjustment”** shall mean the per unit amount billed by the Company to its Customers solely for Gas Costs. The Gas Charge Adjustment shall be separately stated for firm Customers and for non-firm Customers.
- D. **“Suppliers”** shall mean any person or entity, including affiliates of the Company, who locates, purchases, sells, stores and/or transports natural gas or its equivalent for or on behalf of the Company. Suppliers may include, but not be limited to, interstate pipeline transmission companies, producers, brokers, marketers, associations, intrastate pipeline transmission companies, joint ventures, providers of LNG, LPG, SNG, and other hydrocarbons used as feed-stock, other distribution companies and end-users.
- E. **“Computation Period”** shall mean the twelve (12) month period utilized to compute Gas Costs. Such period shall be the twelve (12) month period ending on the last day of a month which is no more than 62 days prior to the filing date of a PGA.
- F. **“Demand Billing Determinants”** shall mean the annualized volumes for which the Company has contracted with Suppliers as of the first day of the Filing Month.
- G. **“Commodity Billing Determinants”** shall mean the total metered throughput, regardless of source, during the Computation Period, adjusted for known and measurable changes. Should the Company expect to purchase commodity gas from several Suppliers, the Company shall allocate to each supplier a percentage of the total metered throughput, regardless of source, during the Computation Period, adjusted for known and measurable changes. The percentage used to allocate among Suppliers shall be based on historical takes during the Computation Period, if appropriate; otherwise it shall be based upon the best estimate of the Company.
- H. **“Filing Month”** shall mean the month in which a proposed revision is to become effective.

III. COMPUTATION AND APPLICATION OF THE PGA

The PGA shall consist of three major components: (1) the Gas Charge Adjustment; (2) the Refund Adjustment; and (3) the Actual Cost Adjustment (ACA).

A. Computation of Gas Charge Adjustment.

The Company shall compute the jurisdictional Gas Charge Adjustment at such time that the Company determines that there is a significant change in its Gas Costs.

1. **Formulas.** The following formulas shall be used to compute the Gas Charge

$$\text{Firm GCA} = \left[ \left( \frac{D \pm D \pm A \pm C A}{S F} \right) - D B \right] + \left[ \left( \frac{P + T + S R \pm C A C A}{S T} \right) - C B \right]$$

$$\text{Non -Firm GCA} = \left( \frac{P + T + S R \pm C A C A}{S T} \right) - C B$$

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**PURCHASED GAS ADJUSTMENT PROVISION  
(Continued)**

**2. Definitions of Formula Components.**

GCA	=	The Gas Charge Adjustment in dollars per Therm, rounded to no more than five decimal places.
D	=	The sum of all fixed Gas Costs.
DACA	=	The demand portion of the ACA.
P	=	The sum of all commodity/gas charges.
T	=	The sum of all transportation charges.
SR	=	The sum of all FERC approved surcharges.
CACA	=	The commodity portion of the ACA.
DB	=	The per unit rate of demand costs or other fixed charges included in base rates in the most recently completed general rate case (which may be zero if the Company so elects and the Commission so approves).
CB	=	The per unit rate of variable Gas Costs included in base rates in the most recently completed general rate case (which may be zero if the Company so elects and the Commission so approves).
SF	=	Firm sales.
ST	=	Total sales.

**3. Determination of Factors for Gas Charge Adjustment.**

**a. Demand Charges (Factor D)**

All fixed Gas Costs that do not vary with the amount of gas purchased or transported, including, but not limited to, the product resulting from the multiplication of (1) the respective Demand Billing Determinants by (2) the demand rates effective the first day of the Filing Month and (3) any fixed storage charges.

**b. Demand Actual Cost Adjustment (Factor DACA)**

See Subsection C of Section III.

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**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

- c. **Purchased Commodity Charges (Factor P)**  
All commodity or other variable gas costs associated with the amount of gas purchased or transported including, but not limited to, the product resulting from the multiplication of (1) the respective Commodity Billing Determinants by (2) the respective supplier's commodity/gas rate which are known, or if not known which are reasonably anticipated, to be in effect on the first day of the Filing Month.
- d. **Transportation Charge (Factor T)**  
The transportation charges actually invoiced to the Company during the Computation Period or expected to be invoiced to the Company during the current period.
- e. **FERC Approved Surcharges (Factor SR)**  
The sum of all FERC approved surcharges, including gas inventory charges or its equivalent, actually invoiced or expected to be invoiced to the Company during the Computation Period or to be effective the first day of the Filing Month by respective Suppliers.
- f. **Annual Cost Adjustment (Factor ACA)**  
See Subsection C of Section III.
- g. **Firm Sales (Factor SF)**  
Total volumes billed to the Company's firm Customers during the Computation Period, regardless of source, adjusted for known and measurable changes.
- h. **Total Sales (Factor ST)**  
Total volumes billed to all the Company's Customers during the Computation Period, regardless of source, adjusted for known measurable changes.

**4. Modification of Formulas.**

The formulas set forth above are not designed for use with two-part demand/commodity rate schedules; therefore, the formulas may be modified for use with such rate schedules. In addition, the formulas may be modified from time to time to carry out the intent of this PGA Rider. Any amendment to the formulas shall be effective on the proposed effective date of the amendment unless the Commission shall act to suspend the proposed amendment within thirty days after the filing of the proposed amendment, in which case the proposed amendment shall be subject to notice and hearing.

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FOURTH REVISED SHEET NO.50D

**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

**5. Filing with the Commission.**

The computation of the Gas Charge Adjustment shall be filed in accordance with the notice requirements specified in Subsection C of Section I of this Rider, and shall remain in effect until a revised Gas Charge Adjustment is computed and filed pursuant to this Rider.

The Company shall file with the Commission a transmittal letter, an exhibit showing the computation of the Gas Charge Adjustment, a PGA tariff sheet, and any applicable revised tariff sheets issued by Suppliers.

The transmittal letter shall state the PGA tariff sheet number, the service area(s), the primary reasons for revision, and the effective date.

If the Company proposes to recover any Gas Costs relating to (1) any payments to an affiliate or (2) any payments to a non-affiliate for emergency gas, over-run charges, take-or-pay charges, and take-and-pay charges (except as provided below) or (3) the payment of any demand or fixed charges in connection with an increase in contract demand, the Company must file with the Commission a statement setting forth the reasons why such charges were incurred and sufficient information to permit the Commission to determine if such payments were prudently made under the conditions which existed at the time the purchase decisions were made.

Any filing of a rate change under this Rider shall be effective on the proposed effective date unless the Commission shall act to suspend the proposed change within thirty days after the filing, in which case the filing shall be subject to notice and hearing.

**B. Refund Adjustment.**

The Refund Adjustment shall be separately stated for firm and non-firm Customers, and may be either positive or negative.

**1. Computation of Refund Adjustment**

The Company shall compute a Refund Adjustment on the last day of each calendar quarter using the following formulas :

$$Firm\ RA = \left( \frac{DR1-DR2}{SFR} \right) + \left( \frac{CR1-CR2 \pm CR3 \pm i \pm u}{STR} \right) - CB \quad ]$$

$$Non-Firm RA = \left( \frac{CR1-CR2 \pm CR3 \pm i \pm u}{STR} \right)$$



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FIFTH REVISED SHEET NO.50E

## **PURCHASED GAS ADJUSTMENT PROVISION (Continued)**

### **2. Definitions of Formula Components.**

RA	= The Refund Adjustment in dollars per therm, rounded to no more than five decimal places
DRI	= Demand refund not included in a currently effective Refund Adjustment, and received from Suppliers by check, wire transfer, or credit memo.
DR2	= A demand surcharge from a Supplier not includable in the Gas Charge Adjustment, and not included in a currently effective Refund Adjustment.
CR1	= Commodity refund not included in a currently effective Refund Adjustment, and received from Suppliers by check, wire transfer, or credit memo.
CR2	= A commodity surcharge from a supplier not includable in the Gas Charge Adjustment, and not included in a currently effective Refund Adjustment.
CR3	= The residual balance of an expired Refund Adjustment.
i	= Interest on the "Refund Due Customers' Account," using the average monthly balance based on the beginning and ending monthly balances. The interest rates for each calendar quarter used to compute such interest shall be a rate equal to the arithmetic mean (to the nearest one-hundredth of one percent) of the prime rate value published in the "Federal Reserve Bulletin" or in the Federal Reserve's "Selected Interest Rates" for the 4th, 3rd, and 2nd months preceding the 1st month of the calendar quarter.
SFR	= Firm sales as defined in the Gas Charge Adjustment computation, less sales under a transportation or negotiated rate schedule.
STR	= Total sales as defined in the Gas Charge Adjustment computation, less sales under a transportation or negotiated rate schedule.
u	= The actual gas cost portion of uncollectible accounts.

### **3. Modification of Formula.**

The formulas set forth above are not designed for use with two-part demand/commodity rate schedules; therefore, the formulas may be modified for use with such rate schedules.

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In addition, the formulas may be modified from time to time to carry out the intent of this PGA Rider. Any amendment to the formulas shall be effective on the proposed effective date of the amendment unless the Commission shall act to suspend the proposed amendment within thirty days after the filing of the proposed amendment, in which case the proposed amendment shall be subject to notice and hearing.

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**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

**4. Filing with the Authority.**

The computation of the Refund Adjustment shall be filed in accordance with the notice requirements specified in Subsection C of Section I this Rider, and shall remain in effect for a period of twelve (12) months or for such longer or shorter period of time as required to appropriately refund the applicable refund amount.

The Company shall file with the Commission a transmittal letter, exhibits showing the computation of the Refund Adjustment and interest calculations, and a PGA tariff sheet. The transmittal letter shall state the PGA tariff sheet number, the service area(s), the reason for adjustment, and the effective date. Should the Company have a Gas Charge Adjustment filing to become effective the same date as a Refund Adjustment, a separate transmittal letter and PGA tariff sheet shall not be necessary.

**C. Actual Cost Adjustment.**

Commencing with the initial effective date of this Rider, the Company shall calculate the ACA monthly. The Company may, at its option, file monthly to include the ACA in its calculation of the Gas Charge Adjustment but shall be required to do so at least annually. The ACA shall be the difference between (1) revenues billed Customers by means of the Gas Charge Adjustment and (2) the cost of gas invoiced the Company by Suppliers plus margin loss (if allowed by order of the Authority in another docket) as reflected in the Deferred Gas Cost account. The balance of said account shall be adjusted for interest at the rate provided for the calculation of interest with respect to the Refund Adjustment. The ACA shall be segregated into demand and commodity, and shall be added to or deducted from, as appropriate, the respective demand and commodity costs included in the Gas Charge Adjustment. Supplemental sheets showing the calculations of margin losses and cost savings shall also be provided.

**D. Adjustments to Prior Period ACAs.**

In the event that circumstances warrant a correction to or restatement of a prior period ACA, such correction or restatement shall be made in accordance with the ACA calculation in effect for the time period(s) to which the correction or restatement relates. The resulting adjustment shall then be added to or deducted from the appropriate ACA in the next ensuing ACA filing with the Commission.

**E. Annual Filing with the Authority.**

Each year, the Company shall file with the Commission an annual report reflecting the transactions in the Deferred Gas Cost Account. Unless the Commission provides written notification to the Company within 180 days, the Deferred Gas Cost Adjustment Account shall be deemed in compliance with the provisions of this Rider.

**IV. GAS COST ACCOUNTING**

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To appropriately match revenues with cost of purchased gas as contemplated under this rule, the Company shall originally record the cost of purchased gas in a "Deferred Gas Cost" account. Monthly the Company shall debit "Natural Gas Purchases" with an amount equal to the PGA rate, as calculated hereunder, multiplied by the appropriate sales volumes billed to Customers. The corresponding monthly credit entry shall be made to the "Deferred Gas Cost" account.

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SIXTH REVISED SHEET NO.51

**CURRENT LEVEL OF APPLICABLE TAXES AND GOVERNMENT FEES**

**APPLICABILITY**

This Schedule shall be applicable to all Rate Schedules and to each Customer rendered gas service hereunder except for those Customers qualifying for specific exemption. A copy of the appropriate State approved exemption certificate form shall be filed with the Company in order to qualify for a State of Tennessee Sale Tax exemption.

**BILLING**

The taxes due under this Schedule shall be included in the monthly bill for service rendered and shall be considered as an integral part of the total monthly bill due.

**APPLICABLE TAXES**

**STATE OF TENNESSEE SALES TAX**

This Tax shall be billed as follows:

*Residential* - Tax Exempt Effective July 1, 1985

*Multi-Family Housing Service* - Billed at rate of 7%.

*Commercial and Industrial* - Billed at rate of 7% unless Customer qualifies for special 1 1/2% rate or total exemption.

**APPLICABLE CITY FEES**

**CITY OF CLEVELAND FRANCHISE TAX**

This Tax shall be billed at the rate of 5% on customer located within the City limits of Cleveland Tennessee

**CITY OF CHATTOOGA FRANCHISE FEE**

This Fee shall be billed to customers within the City Limits of Chattanooga Tennessee at the rate of:

3.15% \*for 2011 and 2012

4.15% \*\*for 2013 and 2014

5.15% \*\*for 2015 and beyond.

**INCOME TAX GROSS-UP FACTOR APPLICABLE TO CONTRIBUTIONS IN AID OF CONSTRUCTION** 17.25%.

\* Rate change effective July 1, 2011

\*\* Rate change effective January 1

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SIXTH REVISED SHEET NO.52

### **SCHEDULE FOR LIMITING AND CURTAILING GAS SERVICE**

#### **SUPPLY, CAPACITY, AND PRESSURE CURTAILMENTS**

Extreme weather conditions, operating conditions, limitations on available supply and capacity, or the demands of the Company's Firm Customers may result in pressure deficiencies or otherwise affect the Company's ability to provide Interruptible service. During such times and within the areas affected, the Company will curtail service to Interruptible Customers, in a manner that minimizes the number of Interruptible Customers affected as much as practicable while maintaining reliable service to Customers served under the Company's other Rate Schedules until the situation can be alleviated. In the unlikely event that further interruption is required, the Company will proceed with curtailment in a manner that minimizes the number of Customers affected as much as practicable considering margin contribution, end use, impact on the local economy, and The Rules, Regulations, and Orders of the TPUC and Laws of the State of Tennessee. The highest priority of end use shall be use by public housing authorities and Residential Customers followed by public schools and hospitals receiving Firm Service.

#### **SERVICE 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 of a discretionary nature 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 gas 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.

#### **ECONOMIC CURTAILMENT**

Service to interruptible sales service Customers may be curtailed in the event that continuing such service could adversely affect the Customers being served under the Firm Sales Service Rate Schedules as the result of the interruptible PGA being below current costs.

#### **LIMITING FIRM GAS SERVICE**

Large commercial and industrial firm gas service entitlements shall at all times be limited by contract as to annual, monthly, and daily volumes. Contract amounts as to annual, monthly, and daily volumes are subject to change by Company as supply conditions or Customer consumption patterns warrant. Any quantity of gas exceeding specified contract amounts taken by Customer without Company's advance written approval will be subject to unauthorized over-run penalty as prescribed below.

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NINTH SHEET NO 52 A

**SCHEDULE FOR LIMITING AND CURTAILING GAS SERVICE**

(Continued)

**UNAUTHORIZED OVER-RUN PENALTY**

If at any time a Customer exceeds specified contract entitlements or if, during any Curtailment or Daily Balancing Period, any Affected Customer takes, without Company's advance written approval, a volume of natural gas in excess of the Curtailment Period or Daily Balancing order Quantity Entitlement applicable to such Customer, said volume shall constitute unauthorized over-run volume. Such unauthorized over-run volume taken by such Customer, shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the highest daily index at pipeline receipt points used by the Company on curtailment or daily balancing days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment or daily balancing order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Scheduler. The payment of a penalty for unauthorized over-run shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run; nor shall such payment be considered as a substitute for any other remedies available to Company or any other Customer against the offending Customer for failure to adhere to its obligations under the provisions of this Schedule. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with TPUC Administrative Rule 1220-4-7.

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ONE HUNDRED AND THIRTY SECOND REVISED SHEET NO. 53

CURRENT LEVEL OF PURCHASED GAS ADJUSTMENT (IN DOLLARS PER DT)					
RATE TARIFF					
Effective Date	<u>F-1/C-2/T-3</u> <u>Demand</u>	<u>F-1/C-2</u> <u>Commodity</u>	<u>* I-1</u> <u>Commodity</u>	<u>T-2</u> <u>Demand</u>	<u>All Other</u> <u>Commodity</u>
BASE PGA at 12/1/2014 a/:	9.0604	4.5498	4.2148	9.0604	6.6480
12/1/2014					
2/1/2015	0.0000	(0.3307)	(0.4992)	0.0000	(0.3669)
3/1/2015	0.0000	(0.2221)	(0.1367)	0.0000	(0.2240)
4/1/2015	0.0000	(0.3241)	(0.0146)	0.0000	(0.2721)
6/1/2015	0.0000	(0.3134)	(0.2835)	0.0000	(0.3535)
7/1/2015	0.0000	0.2450	0.2709	0.0000	0.2787
11/1/2015	0.0000	(0.2077)	(0.2609)	0.0000	(0.2306)
1/1/2016	0.0000	(0.4215)	(0.4581)	0.0000	(0.4373)
3/1/2016	0.0000	(0.2118)	0.0088	0.0000	(0.0358)
6/1/2016	0.0000	0.0479	0.1332	0.0000	0.4031
8/1/2016	0.0000	0.3320	0.3741	0.0000	0.3522
2/1/2017	0.0000	0.3416	0.7127	0.0000	0.3647
4/1/2017	0.0000	(0.3947)	(0.5719)	0.0000	(0.5560)
5/1/2017	0.0000	0.3654	0.3226	0.0000	0.6041
8/1/2017	(3.8272)	(0.0550)	(0.3979)	(3.8272)	(1.1630)
10/1/2017	3.1658	0.1129	0.0139	3.1658	1.3712
2/1/2018	0.0000	(0.1640)	(0.3622)	0.0000	(0.2579)
Current Cost	8.3990	3.3496	3.0660	8.3990	6.1249
*NOTE					
The I-1 commodity rate shall also be applicable to the air conditioning rate for rate schedules R-1, R-4 and C-1.					
a/ PGA rate effective December 1, 2014					
b/ Effective May 2013 V-1 Does not have a separate rate for gas.					



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ONE HUNDRED AND THIRTY SECOND REVISED SHEET NO. 53

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NINETY SEVENTH REVISED SHEET NO. 55

CURRENT LEVEL OF SURCHARGES AND REFUND CREDITS											
AMOUNTS INDICATED BELOW APPLY TO THE BILLING DETERMINANTS OF EACH INDIVIDUAL TARIFF											
	F-1	F-1	I-1	T-2	T-3	R-1	R-4	C-1	C-2	C-2	A/C
	Commercial and Industrial Large Volume Firm Sales Service	Commercial and Industrial Large Volume Firm Sales Service	Commercial and Industrial Interruptible Sales Service	Interruptible Transportation Service With Firm Gas Supply Backup	Low Volume Transport	Residential	Multi-Family	Small Commercial and Industrial	Medium Commercial and Industrial Demand	Medium Commercial and Industrial Commodity	Residential and Commercial Air Conditioning
RATES	Demand	Commodity	Commodity	Demand	Demand	Therm	Therm	Therm	DT	Therm	Therm
Billing Unit:	DT	DT	DT	DT	DT	Therm	Therm	Therm	DT	Therm	Therm
IMCR Refund 7/1/2017*	0.0000			0.0000	(0.9470)	(0.94896)	(0.02952)	(0.02952)	(0.0295)	(0.9470)	0.0000
ACA 10-17**	(0.9039)	(0.0036)	(0.0036)	(0.9039)	(0.9039)	(0.0312)	(0.0312)	(0.0312)	(0.9039)	(0.0004)	(0.0004)
Chattanooga Franchise Adj Credit***		(0.0258)	(0.0258)			(0.0026)	(0.0026)	(0.0026)		(0.0026)	(0.0026)
Alignment and Usage Adjustment (AUA)***						0.0093		0.0107			
TOTAL	(0.9039)	(0.0294)	(0.0294)	(0.9039)	(1.8509)	(0.97150)	(0.06336)	(0.05266)	(0.9334)	(0.94992)	(0.00296)
=====											
			I-1/T-1/T-2/T-3 Commodity Dt								
Chattanooga Franchise Adj Credit			(0.0258)								

\*IMCR refund made effective July 1, 2017 and IMCR refund credit effective July 1, 2016 terminated Effective June

\*\* Effective October 1, 2017. ACA 110-14 Effective October 1, 2016 terminated September 31, 2017.

\*\*\*Effective July 1, 2011

\*\*\*\*Effective August 1, 2017. AUA Effective January 1, 2017 terminated July 31, 2017

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SECOND REVISED SHEET 56

## **PERFORMANCE-BASED RATEMAKING**

### **APPLICABILITY**

This Performance-Based Ratemaking Mechanism (PBRM) is designed to encourage the utility to maximize its gas purchasing activities at minimum cost consistent with efficient operations and service reliability. Each plan year will begin July 1. The annual provision and filings herein will apply to this annual period. The PBRM will continue until it is either (a) terminated at the end of a plan year or by not less than 90 days notice by the Company to the Commission or (b) modified, amended or terminated by the Commission.

### **OVERVIEW OF STRUCTURE**

The Performance-Based Ratemaking Mechanism establishes predefined monthly benchmark indexes to which the Company's commodity cost is compared.

### **BENCHMARK INDEX**

Each month, Chattanooga Gas Company (Company / Chattanooga) will compare its actual commodity cost of gas to the appropriate benchmark gas cost amount. The benchmark gas cost amount will be computed by multiplying actual quantities purchased during the month, by the applicable benchmark price. All purchases shall be included in the actual commodity cost and benchmark gas cost calculations, including quantities purchased for injection into storage; however, supply purchased at the NORA receipt point with a term of one month or greater and supply purchased at the citygate, shall be excluded from these calculations and reported separately from, but in conjunction with the Company's annual PBRM filing.

#### First-of-the-Month (FOM) Purchases:

The benchmark price shall be the FOM index price as published in S&P Global *Gas Daily Price Guide* in the table titled "Monthly Bidweek Spot Gas Prices," denoted in the column labeled "Index" and the row for the applicable "purchase locations."

#### Daily Priced Purchases

The benchmark price shall be the daily index price as published in the issue of S&S Global *Gas Daily* for the applicable gas day in the table title "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" and the row for the applicable purchase location. In the event a pricing point location's daily benchmark price is not published for a gas day, the benchmark price shall be the daily index price published for that purchase location for the nearest subsequent gas day.

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THIRD REVISED SHEET NO.56A

**PERFORMANCE-BASED RATEMAKING**  
**(Continued)**

**PRUDENCE DETERMINATION**

If Chattanooga's total commodity gas cost for the plan year does not exceed the total benchmark amount by one percentage point (1%) for a plan year ending after June 30, 2000, Chattanooga's gas cost will be deemed prudent and the audit required by Tennessee Public Utility Commission's Administrative Rule 1220-4-7-.05 is waived. If during any month of the plan year, the Company's commodity gas cost exceeds the benchmark amount by greater than two percentage points (2%), the Company shall file a report with the Commission fully explaining why the cost exceeded the benchmark.

**FILING WITH THE COMMISSION**

The Company will file an annual report not later than 60 days following the end of each plan year identifying the actual cost of gas purchased and the applicable index for each month of the plan year.

Unless the Commission provides written notification to the Company within 180 days of such reports, the annual filing shall be deemed in compliance with the provisions of this Service Schedule.

**PERIODIC INDEX REVISIONS**

Because of changes in the natural gas marketplace, the price indices used by Chattanooga and the composition of Chattanooga's purchased gas portfolio may change. The Company shall, within 30 days of identifying a change to a significant component of the mechanism, provide notice of such change to the Commission. Unless the Commission provides written notice to Chattanooga within 30 days of the Company's notice to the Commission, the price indices shall be deemed approved as proposed by the Company.

**AFFILIATE TRANSACTION GUIDELINES**

Terms used in these affiliate transaction guidelines have the following meanings:

1. Affiliate, when used in reference to any person in this standard, means another entity who controls, is controlled by, or is under common control with, the first entity.
2. Control (including the terms "controlling", "controlled by", and "under common control with") as used in the affiliate transaction guidelines, includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of an entity. Under all circumstances, beneficial ownership of more than ten percent (10%) of voting securities or partnership interest of an entity shall be deemed to confer control for purposes of these affiliate transaction guidelines.
3. Gas supplier is any person who sells or otherwise provides gas to the Company. It does not include customers who transport their gas and as a result of an imbalance in the amount consumed and the amount delivered to the city gate sell gas to the Company in compliance with the Company's approved tariff provisions.

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SECOND REVISED SHEET NO.56B

**PERFORMANCE-BASED RATEMAKING**

**(Continued)**

Standards of Conduct

The Company must conduct its business to conform to the following standards:

1. All purchases from an affiliated gas supplier of gas for system supply or storage shall be at the price and in accordance with the terms provided in a fully executed contract between the Company and the affiliated gas supplier.
2. The Company and the affiliated gas supplier shall maintain records to show that such purchases are not at a price greater than the market price at the time of the transaction.
3. All sales of gas by the Company to an affiliated gas supplier shall be in accordance with the provisions of the Company's approved tariff or at the price and in accordance with the terms provided in a fully executed contract between the Company and the affiliated gas supplier. Any sale of gas to an affiliate not in accordance with an approved tariff provision shall be at a price that is not less than the greater of the cost as recorded on the Company's books or the market price at the time of the transaction.
4. The Company shall maintain records to show that sales to an affiliated supplier are in accordance with the applicable tariff provision or, if not provided under an approved tariff provision, the price is not less than the greater of the cost as recorded on the Company's books or market price at the time of the transaction.
5. An affiliated gas supplier shall not make sales to any customer's premise that is connected to the Company's distribution facilities.
6. The Company shall not disclose to any affiliated gas supplier any information that the Company receives from a non-affiliated gas supplier that the non-affiliated gas supplier has identified as confidential unless the prior consent of the parties to which the information relates has been voluntarily given.
7. To the maximum extent practicable, the Company's operating employees and the operating employees of an affiliated gas supplier must function independently of each other.
8. The Company must maintain its books of accounts and records separately from those of an affiliated gas supplier.
9. The Company shall maintain sufficiently detailed records of all transactions with any affiliated gas supplier.

**RFP PROCEDURES FOR SELECTION OF ASSET MANAGER AND/OR GAS PROVIDER**

1. In each instance in which Chattanooga Gas Company (Company) intends to engage the services of an asset manager to provide system gas supply requirements and/or manage its assets regulated by the Tennessee Public Utility Commission (TPUC), the Company shall develop a written request for proposal (RFP) defining the Company's assets to be managed and detailing the Company's minimum service requirements. The RFP shall also describe the content requirements of the bid proposals and shall include procedures for submission and evaluation of the bid proposals.

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2. The RFP shall be advertised for a minimum period of thirty (30) days through a systematic notification process that includes, at a minimum, contacting potential asset managers, including past bidders and other approved asset managers, and publication in trade journals as reasonably available. This thirty (30)-day minimum period may be shortened with the written consent of the TPUC Staff to a period of not less than fifteen (15) days.
3. The procedures for submission of bid proposals shall require all initial and follow-up bid proposals to be submitted in writing on or before a designated proposal deadline. The Company shall not accept initial or follow-up bid proposals that are not written, or that are submitted after the designated proposal deadline.

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SECOND REVISED SHEET NO.56C

**PERFORMANCE-BASED RATEMAKING**  
**(Continued)**

Following receipt of initial bid proposals, and on a non-discriminatory basis, the Company may solicit follow-up bid proposals from those submitting initial bid proposals in an effort to obtain the most overall value for the transaction.

4. All initial and follow-up bid proposals shall be evaluated as they are received. The criteria for choosing the winning bid proposal shall include, at a minimum, the following: (a) the total value of the bid proposal; (b) the bidder's ability to perform the RFP requirements; (c) the bidder's asset management qualifications and experience; and (d) the bidder's financial stability and strength. The winning bid proposal shall be the one with the best combination of attributes based on the evaluation criteria. If, however, the winning bid proposal is lower in amount than any other initial or follow-up bid proposal(s), the Company shall explain in writing to the TPUC why it rejected each higher bid proposal in favor of the lower winning bid proposal. The Company shall maintain records demonstrating its compliance with the evaluation and selection procedures.
5. An incumbent asset manager shall not be granted an automatic right to match a winning bid proposal. If the incumbent asset manager desires to continue its asset management relationship with the Company after expiration of its asset management agreement, it shall submit a written bid proposal in accordance with the Company's RFP procedures. The bid proposal shall be evaluated pursuant to the procedures set forth in paragraph 4 above.
6. The Company may develop additional procedures for asset management selection as it deems necessary and appropriate so long as such procedures are consistent with the agreed-upon procedures described herein.
7. The Company shall retain all RFP documents and records for at least four (4) years and such documents and records shall be subject to the review and examination of the TPUC Staff. The Asset Manager shall maintain documents and records of all transaction that utilize the Company's gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by the Company and the TPUC Staff.

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ORIGINAL SHEET NO.58

**SYSTEM EXPANSION AND ECONOMIC DEVELOPMENT (“SEED”) RIDER**

**APPLICABILITY**

This rider is applicable, in conjunction with the provisions of other applicable Rate Schedules, to service provided within a Designated SEED Service Area. A Designated SEED Service Area shall mean a specific geographical area served by a main extension constructed in accordance with the provision of this rider for the purpose of promoting economic development in a previously unserved area.

**PURPOSE**

The purpose of the SEED Rider is to allow the Company to recover the costs related to the expansion of infrastructure for the purpose of economic development, if such expenses or costs are found by the Commission to be in the public interest. The SEED surcharge collected shall be used specifically to recover the costs of the infrastructure within the defined geographic area that are in excess of the allowable investment (the SEED Revenue Requirement).

Prior to commencing construction of the proposed infrastructure, the Company and the Commission must agree the proposed infrastructure will provide opportunities for economic development benefits in the area to be directly served by the proposed infrastructure. The Company may, at its sole discretion, offer service under the System Expansion and Economic Development (“SEED”) surcharge Rider option to the eligible customers requesting service. Commission approval must be obtained prior to commencing construction of the proposed infrastructure. See Filing with the Authority below.

**TERMS, CONDITIONS AND REQUIREMENTS**

The SEED surcharge shall be paid only by Customers in the area served by the extension. The SEED surcharge shall be expressed in dollars per Premise per month and shall be calculated according to the process described in this SEED Rider. The SEED surcharges shall be calculated to recover 100% of the actual costs of the extension.

The Company, at its sole discretion, at any time during the Amortization Period (the period over which the Company’s cost will be recovered), may reassess the amount of the SEED surcharge revenue required to fully recover the actual cost of the infrastructure. The Company shall reassess the amount of the SEED surcharge at least annually for each SEED project. The Company’s reassessment may or may not result in a revision to the SEED surcharge to ensure cost recovery by the end of the Amortization Period. Any resulting revision to the SEED surcharge will be filed with the Commission no less than 30 days prior to the effective date and will apply until a subsequent revised SEED surcharge is filed or through the remainder of the Amortization Period.

If additional Customers (that were not initial applicants for the SEED service) connect to a SEED area, the additional Customers shall pay the SEED surcharge for the area and shall be subject to increases to the SEED surcharge. If the principal balance is fully recovered before the Amortization Period ends, the SEED surcharges shall terminate.

The Company shall require letters of intent from initial customers. The Company may require a contract for service under this Rider and may require a minimum total payment guarantee from a customer.

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.



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ORIGINAL SHEET NO.58 A

#### SEED SURCHARGE CALCULATION

SEED Surcharge =  $\frac{\text{Non-Fuel Levelized Revenue Requirement}}{\text{Number of Premises} \times \text{Number of Months in the Amortization Period}}$

The Non-Fuel Levelized Revenue Requirement is the non-fuel revenue requirement necessary to recover the actual excess cost of the Main and Service infrastructure above the allowable investment and shall include operations and maintenance, the return of the investment (depreciation expense), the return on the investment computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

The Number of Premises is the total initial applicants to be served by the new infrastructure.

The Number of Months in the Amortization Period may not exceed 120, unless otherwise approved by the Commission. The initial party or parties requesting service under the SEED Rider may request an Amortization Period from 1 to 10 years, subject to agreement by the Company, in its sole discretion. The Amortization Period requested may not include a partial number of years. The Amortization Period, once determined, shall not change unless the principal balance is fully recovered before the Amortization Period ends or otherwise approved by the Commission.

If the Premises served in one SEED area are not all on the same rate schedule, or if the Premises do not all have a similar estimated demand for natural gas, the Company shall apply an allocation of costs in a fair and equitable manner, subject to Commission approval.

#### FILING WITH THE AUTHORITY

Not less than 30 days before construction is to begin, the Company will file the following for any applicable infrastructure project: a proposed SEED Surcharge Rate Sheet, a detailed description of the area to be served by the project, a description of the project, the projected capital cost, the analysis supporting the calculation of the surcharge, and documentation that the project will provide economic development benefits. The project will be deemed approved unless the proposed tariff sheet is suspended or denied within 30 days of the filing. The Company shall file with the Commission any revised SEED surcharge not less than 30 days prior to the effective date.

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**CHATTANOOGA GAS COMPANY**

**2207 OLAN MILLS DRIVE  
CHATTANOOGA, TENNESSEE 37421**

**TPUC NO. 2**

**RULES AND REGULATIONS FOR THE COMPANY'S GAS SERVICE**

**IN  
HAMILTON AND BRADLEY COUNTIES,  
TENNESSEECHATTANOOGA GAS COMPANY**

**EFFECTIVE DATE: SEPTEMBER 1, 2019**

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FIFTH REVISED SHEET NO. 1

APPLICABILITY

These rules and regulations are applicable to Customers served by the Chattanooga Gas Company (Company) within the Certificated areas in Bradley and Hamilton Counties.

DEFINITIONS

As herein used:

"Applicant"	means any person who has made application to Company for gas service.
BTU	means British Thermal Unit measured at a pressure of 14.73 PSIA at 60 degrees Fahrenheit on a dry basis.
Business Day	means any day from Monday through Friday inclusive, excluding any holiday observed by the Company.
Citygate	means a point at which the facilities of an interstate pipeline company interconnect with the facilities of the Company.
Commercial Service	applies to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some other form of economic or social activity (office, stores, clubs, hotels, etc.), and to service which does not directly come in one of the other classifications of service
Commission	means the Tennessee Public Utility Commission
Company	means Chattanooga Gas Company.
Compressed Natural Gas (CNG)	Natural gas stored inside containers at a pressure greater than atmospheric air pressure. CNG is normally placed in pressure-containing vessels (bottles) where it can be used as portable fuel source (i.e. in CNG vehicles and other applications not attached to a pipeline.)
Consumer or Customer	means an individual, firm, or organization who purchases service at one or location under one rate classification contract.
Dekatherm (Dt or Dth)	means 10 Therms or one million Btus (1MMBtus).
Delivery Point	point at which gas leaves a transporter's system completing a sale or transportation service transaction between the pipeline company and a sale or transportation service Customer.
Delivery Point Operator	the entity that manages and controls the facilities and the gas moving through those facilities at the Delivery Point.
Distribution Service	means the delivery of Natural Gas by and through the Intrastate facilities of the Company, regardless of the identity of the party who has title to the

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Natural Gas.

Distribution System

means the gas pipes owned and operated by the Company for the distribution of gas for delivery to Customers up to but not beyond the point of delivery.

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**DEFINITIONS (Continued)**

Electronic Bulletin Board (EBB)	an interactive electronic communication system that, among other things, allows parties to view gas-related information, make nominations, offer bids, and receive confirmations.
Firm Customer	means a Customer who purchases a Firm Service from the Company
Firm Service	means a type of Gas Service that ordinarily is not subject to interruption or curtailment.
Gas or Natural Gas	means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases in a gaseous state, consisting predominantly of methane
Gas Day	means the period of 24 consecutive hours beginning at 10:00 a.m., Standard time.
Gas Service	means any service offered in connection with the delivery or sale of Gas
Imbalance	mean the difference at any time, whether positive or negative, between the volumes of Gas received by the Company on behalf of a Customer and the volumes of Gas delivered by the Company to the Customer's premises.
Industrial Service	applies to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shop, mines, oil wells, refineries, pumping plants, creameries, canning or packing plants, shipyards, etc., i.e., in extractive, fabricating or processing activities.)
Interruptible Customer	means a Customer who purchases a Gas Service on an Interruptible basis.
Interruptible Schedule	means each of the Company's Rate Schedules or contracts under which Gas Service is provided on an Interruptible basis.
Interruptible	means a type of Gas Service that is subject to interruption or curtailment
LNG	means Liquefied Natural Gas
Main	means the gas pipe other than Service Line
Month	means the period beginning on the first Day of a calendar month and ending on the beginning of the first Day of the next succeeding calendar month
Person	means any corporation, whether public or private; company; individual; firm; partnership; or association
PGA Rider	means the Company's Purchased Gas Adjustment Rider
PSIA	means pounds per square inch absolute

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Receipt Point	means the point at which gas is received from a pipeline, such as the interconnection between an interstate pipeline and the local distribution system.
Residence	means a parcel or tract of land upon which a residence, building, structure, or other facility containing a particular set of gas-consuming appliances is located

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Residential Service	applies to Customers supplied for residential purposes on an individual basis in a single family dwelling or building, or in an individual flat or apartment in a multiple family dwelling or building or portion thereof occupied as the home, residence or sleeping place of one or more persons.
Service Line	All piping and appurtenances between the Company's main and the inlet side of the Metering Equipment, except where a Master Metering Arrangement is employed. Where a Master Metering Arrangement is employed, the Service Line consist of all piping and appurtenances between the Company's main and the inlet side of each regulator or meter of the Company but does not extend beyond the exterior wall of the structure receiving Gas.
SNG or Southern	means Southern Natural Gas Company
Tariff	means all Rate Schedules, Terms of Service, and Rules and Regulations approved by the Commission relative to Gas Service provided by the Company.
Tennessee Pipeline	means Tennessee Gas Pipeline Company
Therm	means 100,000 Btus
Point of Delivery	means the outgoing side of the meter(s) or regulator(s) installed and maintained by the Company for the purpose of measuring gas delivered to Customer.
Service	means gas service.
Special Contract	means a contract specifically approved by the Commission for Service provided under terms and/or conditions not otherwise provided in the Tariff.
Service Stub	means gas pipe laid from main to Customer's property line.
Service Line	means the gas pipe laid from Customer's line to Point of Delivery.

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APPLICATION FOR SERVICE

Service will be rendered by the Company upon application by the Customer for service and the acceptance thereof by the Company.

Company will make extensions of its distribution system pursuant to the provisions hereinafter set forth.

MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)

Service lines and distribution mains necessary to furnish permanent service to premise, within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A. Definitions

- 1) Approach Main - main constructed outside the property boundaries of the development or premises of the Applicant for which gas service is requested.
- 2) Project Main - main constructed within the property boundaries of the development or premises of the Applicant for which gas service is requested.
- 3) Infill Potential - the estimated additional gas loads that will be served from the Approach Main at locations outside the development or premises for which gas service is requested.
- 4) Applicant-As used here in an Applicant is the party or parties requesting an extension of facilities to provide service to a premise or premises located within the Company's service area. Such parties may include the owner of a premise, a builder, and/or the developer of a residential, commercial, or industrial project.

B. General

The Company will construct a main extension, service lines, and/or other distribution facilities required to serve a premise or a group of premises if there is sufficient continuing revenue to justify such construction. To ensure sufficient continuing revenue, the Company may require definite and written guarantees of revenues from an applicant, or group of applicants, in addition to any minimum payments required by the rate schedules as may be necessary to justify such construction. The Company will require the applicant or group of applicants to pay a contribution in aid of construction when the continuing revenues from the main extension, service lines, and/or other distribution facilities are not sufficient to justify the costs of such facilities. To determine if a contribution is required, the Company will perform the following economic evaluation:

1. The cost of the main extension, service lines, and/or other distribution facilities installed will be calculated at the present value of the costs associated with installing, operating, and maintaining such facilities including: the total plant investment, annual operation and maintenance expenses, property taxes, income taxes, and an allowance for return on the total plant investment. The allowance for return shall be computed using the Company's overall rate of return, as determined in its most recent rate case. The cost to install the mains, service line, and other facilities will be determined, at the Company's discretion, from either the previous year's average cost for the applicable Customer class or from a detailed cost estimate based on current labor and material costs. The present value will be determined by discounting the costs using the Company's overall rate of return, as determined in its



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most recent rate case, over the projected economic live of the facilities to be installed. The Company reserves the right to adjust the economic life factors to recognize any conditions that would make the use of a typical economic life factor imprudent. The economic life of industrial service shall not be greater than the length of gas service contract.

ISSUED: FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018

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MAIN AND SERVICE EXTENSIONS  
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2. The Company will calculate the anticipated revenues stream based on estimated usage, as determined by the Company, of the appliance or equipment that the Applicant(s) or developer has/have committed contractually to install, the current authorized base rates for the applicable Rate Schedule(s), and contractually guaranteed revenues if applicable. To the extent that the extension requires investment in Approach Main, Estimated Annual Revenues may also include Revenues associated with Infill Potential. Revenues associated with Infill Potential means revenues, adjusted for any additional costs, which based upon analyses of the Company's extensions in comparable areas, can be expected from additional customers to be connected to the Approach Main within five years after construction.
3. The present value of the revenue stream will be determined by discounting the Estimated Annual Revenue stream determined in 2 above using the Company's overall rate of return, as determined in its most recent rate case, over the projected economic life of the facilities to be installed.
4. The Company will compute "Net Present Value" or "NPV" of the extension by subtracting the discounted costs as calculated in (1) above from the discounted revenue stream as calculated in (3) above.
  - a. If the NPV of the project is zero or positive, then no contribution will be required from the applicant or group of applicants prior to the installation of main extension, service lines, and/or other distribution facilities.
  - b. If the NPV of the project is negative, then the applicant or group of applicants shall pay a contribution in aid of construction equal to the amount necessary to result in a zero (\$0) NPV. The contribution shall be adjusted by the Income Tax Gross-Up Factor.
  - c. Order of Application
    - i. The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; service line; and main.
5. For individual residential applicants establishing or upgrading gas service, the Company will provide up to 100 feet of service line from the main to the Customer's meter, the meter, and meter installation without a charge, provided the applicant installs and uses natural gas for central heat and water heating.

C. Limitations

1. No investment will be made for auxiliary or incidental uses of gas. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on the Company or existing ratepayers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact.
2. If a proposed gas line extension is of such length or high cost, or if in the Company's opinion, the prospective revenue from such line extension is insufficient or temporary, or if the applicant or group

ISSUED: FEBRUARY 15, 2018

EFFECTIVE: SEPTEMBER 1, 2018

ISSUED BY: WENDELL DALLAS, VP

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of applicants to be supplied are unable to establish a credit standing satisfactory to the Company, the Company reserves the right to determine finally the advisability of making such line extension.

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MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)  
CONTINUED

3. The Company shall not be required to make any gas line extension under these general rules and regulations until the applicant or group of applicants to be supplied from such line extension shall have signed a Natural Gas Line Extension Agreement and have made or procured satisfactory conveyance to the Company, without cost to Company of the right-of-way easement(s) for the Company's lines and apparatus across and upon the property owned and controlled by the Applicant and any intervening property without cost to the Company
4. Except as provided above the, Company shall not be obligated to construct or own any main extension, gas service line, and/or other distribution facilities to provide any Customer with gas.
5. The Company may make gas line extensions other than those specified above under conditions specified in the Company's Gas Line Extension Agreements.

D. Length and Location

1. The length of main required for a main extension or the length of service line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main capable, in the opinion of the Company, of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or service line a greater distance than necessary in the judgment of the Company to serve an Applicant.
2. The service line shall be of the size and type required to supply the principal requirements of the premises served, and shall extend from the curb or customer property line to the first reasonably acceptable meter location as determined by the Company.
3. Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. An applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation shall be borne by the Applicant regardless of whether the length of service line laid as requested by Applicant comes within the allowable investment provided in this rule.
4. The Applicant will be required to execute a contract covering the terms under which the Company will install mains, services, metering and regulating equipment in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for a period of five years, those appliances and items on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to take service or fails to consume sufficient gas to produce the Estimated Annual Revenues, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's main and service extension rules in effect at the time the

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extension was made as if service had been requested on the basis of the actual equipment installed and utilized.

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MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)  
CONTINUED

E. Extensions Beyond the Free Length

1. Payment Provisions

Extensions of mains or service lines requiring a contribution as determined in B4b above will be made by the Company provided that the Applicant(s) pays to the Company the required contribution as determined in accordance with B4b above.

2. Adjustment of Allowable Investment and Payments

- a. A survey may be made by the Company within one year after service is commenced to a Customer at a premises and in any event within three years after the date of completion of the main extension to determine the appliances or equipment in use at the development or premises of the Applicant served by the extension.
- b. If, based upon the appliances or equipment found to be in use, there is a lesser allowable investment than that originally computed the Applicant shall pay an additional amount to satisfy the requirement of B2)2b above in addition to any prior payment by the Applicant.
- c. The Company may grant a reasonable extension of time for the Applicant to install the appliances or equipment originally agreed upon, provided that the failure to install such appliances or equipment was due to reasons beyond the control of the Applicant.

3. Refund of Payments

- a. If within three years after the original installation, additional customer(s) are connected to the main, the Company shall refund or provide a credit to the customer(s) making the initial contribution, upon written request, an amount equal to the amount that the additional customers' allowable investment, computed in accordance with C (1) above, exceeds the cost of the additional facilities required to serve the additional customers. Any such refund or credit shall be reduced by any allowance for Infill Potential used to determine the initial allowable investment as provided in C (1)f above. In no case shall the customer making the payment be refunded more than he/she paid.
- b. If two or more customers make the initial contribution, any refund shall be prorated based on the amounts of the contributions provided by the initial customers.

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MAIN AND SERVICE EXTENSIONS  
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CONTINUED

F. SYSTEM EXPANSION AND ECONOMIC DEVELOPMENT (SEED) Rider

1. Description

Pursuant to Tennessee Code 65-5-1-3d(3)(A), a public utility may request and the Commission may authorize a mechanism to recover the costs related to the expansion of infrastructure for the purpose of economic development, if such expenses or costs are found by the Commission to be in the public interest. Therefore, in cases where the estimated cost of extending Mains and Services to a defined geographic area exceeds the allowable investment described above, and the Company and the Commission agree the infrastructure will provide opportunities for economic development benefits in the area to be directly served by the infrastructure, the Company may, at its sole discretion, offer the System Expansion and Economic Development-Tennessee (“SEED”) surcharge rider option to the party or parties requesting service.

2. General Requirements

The SEED surcharge shall be paid only by Customers in the area served by the extension. The SEED surcharge shall be expressed in dollars per Premise per month and shall be calculated according to the SEED surcharge rider. The SEED surcharges shall be calculated to recover 100% of the actual costs of the extension. Commission approval of each individual extension subject to the SEED surcharge must be obtained prior to commencement of construction.

G. One Service Line for a Single Premises

The Company will not install more than one service line to supply the premises of an individual Customer unless for the convenience of the Company or an Applicant requests an additional service line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional service line were not installed. When an additional service line is installed under these conditions at the Applicant’s request, the Applicant shall pay for the entire installed cost said additional service line, meter and regulating equipment

H. Relocation of Service

- a. When in the judgement of the Company the relocation of a service line, including metering and regulating facilities, is necessary to maintain adequate service or for the operating convenience of the Company, the company shall relocate the same at its expense.
- b. If the relocation of a service line, metering , and/or regulating facilities is for the convenience of the Applicant or Customer, the cost of such relocation shall be paid by the Applicant or Customer

I. Periodic Review

The Company will periodically determine the system wide average costs of construction of mains, services and metering and regulating equipment.

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J. Temporary Service

Extension for temporary service or for operations which in the Company's opinion are of a questionable permanence will not be made under this rule, but will be made in accordance with the rule pertaining to temporary service.

K. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. Company reserves the right, at its sole option, to refuse to extend facilities from any of its lines operating at pressures in excess of 125 pounds.

L. Title to Facilities

Legal and equitable title to all mains installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

- a. To extend the gas main or connect additional gas mains to any part of it.
- b. To serve new additional Customers at any time through service connections attached to such main or to extended or connected gas mains.

M. Exceptional Cases

In unusual circumstances when the application of this rule appears impractical or unjust to either party as a result of circumstances that result in the actual cost of constructing the facilities being materially different than the average costs specified in (B) above, actual costs may be used to determine the required Customer contribution.. If application of this rule appears impractical or unjust to either party for other reasons the Company or the Applicant may refer the matter to the Tennessee Public Utility Commission for special ruling thereon prior to commencing construction.



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MAIN AND SERVICE EXTENSIONS  
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SERVICE LINE

Service lines from the main to the meter will be laid by the Company, and will at all times remain subject to the control of the Company. It is not contemplated that in running service lines the Company will put risers in buildings when meters are set above the first floor, in cases of this kind the Company will run the service line to the ground floor or to the basement, but all expenses through and beyond the first floor foundation wall shall be borne by the Customer. Service lines will be kept in repair by the Company at its own expense; but any alterations made necessary, such as changing of location, may be done at the Customer's expense. The Company does not in any case hold itself responsible for a stoppage, from frost or other cause, of the service lines or house lines. The Company will employ all reasonable means of clearing the lines to the meter, when stopped from any cause. All lines beyond or leading from the meter must be cleared at the Customer's expense.

EXCESS FLOW VALVE (EFV)

In accordance with applicable law and rules, existing single family residential, multifamily residences, and commercial Customers may request the Company to install an excess flow valve (EFV) or equivalent equipment, as determined in the Company's sole discretion for interrupting the flow of gas. The Customer shall reimburse the Company for the cost of installing an EFV (or equivalent equipment) when such installation is performed at the request of the Customer. The Company shall be entitled to collect a deposit in the amount of the estimated cost of installation prior to initiating installation of the EFV.

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APPARATUS-EASEMENTS

Customer's Lines: All house lines and equipment except the Company's meters and accessories on the Customer's side of the point of delivery, necessary to utilize service furnished by the Company, must be installed and maintained by and at the expense of the Customer. The Customer's lines shall terminate at the point of delivery, in a manner satisfactory to the Company, for connection with the Company's lines or apparatus.

Company Property: All service lines, apparatus, instruments, meters and materials supplied at the expense of the Company shall remain its property, and any other property installed at the expense of the Company, shall belong to the Company.

Inspection by Company: The Company is willing to assist the Customer by advice as to the installation of the Customer's apparatus and to examine the Customer's installation, and may refuse to make connection or to commence or continue service whenever such installation is not in proper condition; but no inspection by the Company, nor any failure by it to object to the Customer's installation, shall render the Company in any way liable for any damage or injury resulting from any defective installation made by the Customer.

Right of Way: The Customer shall make or procure satisfactory conveyance to the Company, without cost to the Company right of way easement(s) across and upon the property owned and controlled by the Customer and any intervening property for the Company's lines and apparatus **that** are, necessary or incidental to the furnishing of service to the Customer.

Installation: For the purpose of determining the amount of gas used, a meter or meters shall be installed and maintained by the Company upon the Customer's premises; and, except as to outside locations heretofore or hereafter approved by the Company, the Customer shall provide free of expense to the Company, near the service entrance, a clean, dry, safe place for the meter and any necessary appurtenant device, which may be furnished by the Company. Where several buildings are supplied on one property, a centralized meter location may be required.

Notice to Discontinue: Notice by Customer to discontinue the supply of gas must be given the Company at least 24 hours in advance. The Customer will be held responsible for all gas consumed until such notice is given, including a reasonable time for securing the final reading of the meter.

TESTS AND ADJUSTMENTS

The Company, at any time upon the request of the Customers, will test the meter of such Customer within five days after receipt of such request, provided the Customer will accept the result of such test as a basis for the settlement of the Customer's account. If any such test shall show the average error of the meter to be less than 2%, the Customer shall pay the expense of the test; except that where the meter has not been tested at the request of the Customer within five (5) year period immediately preceding such request, the test will be made without charge to the Customer. The Company may at any time at its own expense test any of its meters. If on test of a Customer's meter, either by the Company or by the Commission, such meter shall be found to have a percentage of error greater than 2%, the following provisions for the adjustment of bill shall be observed.

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TESTS AND ADJUSTMENTS (Continued)

Fast Meters: When a meter is found to be fast in excess of 2%, the Company shall refund to the Customer an amount equal to the excess charged for the gas incorrectly metered. The period over which the correction is to be made shall be the time elapsed since the last previous test, provided, however, the period shall not exceed six (6) months. No part of the minimum service charge shall be refunded.

Slow Meters: When a meter is found to be slow in excess of 2%, the Company may make a charge to the Customer for the gas incorrectly metered. The period over which the correction is to be computed shall be the time elapsed since the last previous test, provided, however, the period shall not exceed six (6) months.

Failure to Register: If a meter is found not to register for any period, the Company will estimate and charge for the gas used by averaging the amounts registered over similar periods and under similar conditions preceding or subsequent thereto, or over corresponding periods in previous years.

Other Over Charges: If a customer has been overcharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of the meter, or other similar reasons, the amount of the overcharge shall be adjusted, refunded, or credited to the customer.

Other Undercharges: When a customer has been undercharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of the meter or other similar reasons, the amount of the undercharge may be billed to the customer

Company's Rights: The properly authorized employees of the Company shall at all times have the right of access to the premises into which gas has been introduced, for the purpose of examining the general service or to read, inspect, test, repair, replace or remove its meter or other equipment, or for such other purposes as may be necessary for the protection of the Company. In case of any willful, intentional, or unnecessary injury to or interference with the meter or any connection made to the house lines or services, the meter at the option of the Company may be removed, the service line cut off, and service discontinued.

CUSTOMER SECURITY DEPOSITS

Prior to rendering service, deposits will be required from those residential Customers whose credit history dictates that a deposit is needed. All other residential Customers will not be required to provide a deposit.

Prior to rendering service, payment security will be required of all commercial and industrial Customers. Commercial and industrial Customers shall be given the option of either providing an adequate Cash Deposit, Letter of Credit, Indemnity Bond or a Letter of Guarantee from a financially acceptable parent company.

Any deposit which is required to be provided by a Customer shall only be refunded upon the Customer's discontinuation of his service.

The Company may require a deposit not more in amount than the maximum charge for two (2) consecutive billing periods.

Interest shall accrue at the rate of 6% Per Annum. No interest shall accrue on deposits after service has been discontinued.

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BILLS, PAYMENTS, NON-PAYMENTS

Payment of bills for service rendered must be received by the due date as stated on the Customer's bill which shall be approximately twenty-one (21) days from the date billed for cycle billed Customers and sixteen (16) days from the date billed for end-of-month Multi-Family Housing Service and Large Volume Commercial and Industrial Customers. The current month's bill for gas service shall be subject to a 5% late payment charge if payment is not received timely.

Payment of bills for service rendered to customers participating in the experimental voluntary summary bill program must be received by the due date as stated on the Customer's bill which shall be approximately fifteen (15) days from the date billed. The current month's bill for gas service shall be subject to a 5% late payment charge if payment is not received timely and the customer may be excluded from further participation in the summary bill program.

If the Customer shall fail to pay bill after it has become delinquent, the Company may, seven (7) days after notice to the Customer, discontinue service and apply any deposit made by the Customer in liquidation of such bill. Whenever the Company has issued a service suspension notice to a Customer for non-payment of a gas bill, the Company may make a charge of \$65.00 for the re-connection of service of Residential Customer and \$50.00 other customers, and will require a deposit.

**GAS SERVICE MAY BE TERMINATED:**

(1) By the Customer:

Unless otherwise provided, gas service may be terminated at any time by giving notice to Company; provided, however, anything contained in the provisions of the Company's TPUC Gas Tariff No. 1, and/or any Agreement for Sale of Gas or Special Contract to the contrary notwithstanding, a non-residential Customer shall have the right and privilege which he may exercise any time by giving written notice to Company to terminate gas service if such Customer shall have discontinued his operations and dismantled his plant, and such cancellation shall relieve Customer from the obligation to pay such minimum charge, if any, which might have become payable had such gas service not been terminated.

(2) By the Company:

Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Company shall comply with the notice requirements before service is discontinued. However, no service shall be discontinued on the day or a date preceding a day or days on which the services of the Company are not available to the general public for the purpose of reconnecting the discontinued service or during any 24-hour period, as measured from 8:00 am on the planned date of termination, where the forecasted low temperature, as determined by the National Weather Service, is 32 degrees Fahrenheit or below, except as provided in (a), (b), (c) and (d) below:

- a. Without notice in the event of a condition determined by the Company to be hazardous.
- b. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS  
TPUC NO. 2

THIRD REVISED SHEET NO.6

BILLS, PAYMENTS, NON-PAYMENTS (Continued)

- c. Without notice if there is evidence of tampering with the equipment furnished and owned by the Company
- d. Without notice if there is evidence of unauthorized use.
- e. Without notice if the Customer fails to comply with a curtailment order.
- f. For violation of and/or non-compliance with the Company's rules on file with and approved by the Commission.
- g. (For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Commission.
- h. For failure of the Customer to permit the Company reasonable access to its equipment.
- i. For non-payment of delinquent account.
- j. For failure of the Customer to provide the Company with deposit as authorized by Rule 1200-4-5.14.
- k. If the Company has reasonable evidence that there is or may be a danger from the Customer or any occupant and/or invitee on the Customer's premise to Company personnel or agents who might be called to said premises in the course of their duties with the Company, including but not limited to any direct or implied threats against the Company or its personnel or agents from said Customer or occupant and/or invitee.

Gas service to any gas Customer may not be terminated by the Company without reasonable prior notice where required and the Customer being given reasonable opportunity to dispute the reasons for such termination.

- (3) It shall be unlawful for any person to obtain or attempt to obtain by use of any fraudulent scheme, device, means or method gas service, with intent to avoid payment of the lawful price, charge or toll therefor, or for any person to cause another to avoid such payment for such service, or for any person to assist another in avoiding payment for gas service, either through the making of multiple applications for service at one address, or otherwise.
- (4) Termination of gas service by either Customer or Company shall not relieve Customer from the obligation to pay Company for services rendered prior to the effective date of such termination.

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS  
TPUC NO. 2

FOURTH REVISED SHEET NO. 7

MISCELLANEOUS REGULATIONS

The Customer Agrees:

- (1) To be responsible for all damages to, or loss of, the Company's property located upon his premises, unless occasioned by fire or by the Company's negligence.
- (2) To use gas supplied through Company's meter only; and if such meter is found defective by the Company, the Company may repair or replace same.
- (3) It is understood that the Company shall be under no duty to inspect, repair or maintain non-Company owned lines, connections, equipment or appliances located on the premises of the Customer.
- (4) Company shall have the right to terminate gas service after reasonable notice has been given for any Customer who may be in arrears for a period of seventeen (17) days or longer in paying for gas furnished and/or used by Customer at Customer's present or subsequent address, it being understood hereby that said seventeen (17) day period commences on date the bill as above defined was rendered.
- (5) There is a charge for seasonal turn-ons and heating light-up service of \$65.00 for customers served under Residential Rate Schedule (R-1) and \$50.00 for customers served under all other Rate Schedules.
- (6) There is a \$65.00 charge for reconnection of service where service has been suspended for non-payment of a gas bill for customers served under Residential Rate Schedule (R-1) and \$50.00 for customers served under all other Rate Schedules.
- (7) Service Establishment Charges

A. For establishing an account for gas service to a Customer at a particular premises:

- (i) where there is an existing meter set at such premises installed to serve an occupant of the premises.....\$15.00
- (ii) when there is no existing meter set at such premises, or where an existing meter set at such premises has been used only for temporary service to a builder, contractor or developer prior to occupancy of the premises.....\$25.00

B. The above charges do not apply to restorations of service subject to paragraph (5) or (7) above, nor to temporary service to a builder, contractor or developer prior to occupancy of the premises, nor to a rental unit subject to a contract with the landlord providing that gas service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the payment of bills for gas service until an account is established in the name of a new tenant

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS  
TPUC NO. 2

FIFTH REVISED SHEET NO. 8

MISCELLANEOUS REGULATIONS (Continued)

- (8) As a convenience to the Customer, the Company may at the Customer's option, receive payment through a third party service provider that processes payment by telephone. The third party service provider may collect directly from the Customer a separate charge for processing the payment
- (9) If the Customer requests service as stated in (5), (6), or (7) above at times other than the regular office hours of the Company the above stated service charges shall be at one and one-half (1 1/2) times the above stated regular rate.
- (10) There is a \$20.00 service charge for Customer checks returned to the Company by the banks because of "Insufficient Funds".
- (11) Notwithstanding any other provisions of these rules, the Company shall postpone the physical termination of gas service to a residential Customer for a period of thirty (30) days in the event a physician, public health officer, or social service official certifies in writing that discontinuation of the service will aggravate an existing medical emergency of the Customer or other permanent resident of the premises where service is rendered. During the thirty (30) day extension the Customer or other permanent resident of the premises where service is rendered shall be referred to social service agencies for investigation, confirmation of need and guarantee of payment. The Company shall supply Customers with names of agencies providing assistance.
- (12) All Customers shall be provided with the option of a Third Party Notification Service and shall be notified annually by the Company of its availability. The Third Party Notification Service will provide any Customer with the opportunity to designate a Third Party who will receive a duplicate of any termination notice.
- (13) Company shall increase the level of Contributions-In-Aid-of-Construction and Customer Advances-for-Construction by the Income Tax Gross-up Factor of 17.25%.
- (14) Company shall have the right to make other or additional rules and regulations at any time, and the furnishing of gas hereunder shall not constitute a waiver of any prior or present claim or right held by Company against Customer.

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS  
TRA NO. 2

FOURTH REVISED SHEET NO.9

POLICY ON SERVICE CHARGES

The general types of service which the Company shall provide on a charge or no-charge basis are listed below but are not necessarily limited to the following:

I. CHARGE SERVICE

1. Cleaning of gas lights and gas grills
2. Replacement of air filters furnished by Customer
3. Disconnecting and reconnecting ranges
4. Pumping and pressurizing air conditioners
5. Cleaning pilots and/or burners
6. Seasonal turn-ons and heating light-up service
7. All service orders where parts are installed
8. Replacement of mantles and glass for gas lights
9. Sending collector to Customer's premises to collect past due gas bill to avoid turn-off of service for non-payment
10. Reconnection of service where service has been suspended for non-payment of a gas bill
11. Service Establishment Charges

II. NO CHARGE SERVICE

1. Meter Orders
  - a. Remove
  - b. Change (does not include relocation of meters at Customer's request)
  - c. Turn-off
2. Safety Inspections (new Customer and/or new equipment)
3. Leak Investigation
4. High-bill Investigations
5. Confirmation of meter reads
6. Gas-air adjustments (where no cleaning is required)
7. Any trouble call resulting from low pressure caused by Company's distribution system
8. Relighting appliances after interruption of gas due to Company convenience (construction, etc.)



# **CHATTANOOGA GAS COMPANY**

**2207 OLAN MILLS DRIVE**

**CHATTANOOGA, TENNESSEE 37421**

**~~TRA~~ TENNESSEE PUBLIC UTILITY COMMISSION NO. 1**

C

**GAS TARIFF**



CHATTANOOGA GAS COMPANY  
GAS TARIFF  
~~TRA-TPUC~~ NO. 1

**CHATTANOOGA GAS COMPANY  
GAS TARIFF  
~~TRA-TPUC~~ NO. 1  
TENNESSEE ~~REGULATORY AUTHORITY~~ PUBLIC UTILITY COMMISSION  
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ISSUED: ~~MARCH 13, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~MAY 1, 2013~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY

GAS TARIFF

~~TRA~~-TPUC NO. 1General

Interruptible Margin Credit Rider

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D

N

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC-NO. 1

~~TENTH~~ELEVENTH REVISED SHEET NO.1**RATE SCHEDULE R-1**  
**Residential General Service**AVAILABILITY

Available for all gas service furnished to single private residences, including the separate private units of apartment houses and other multiple dwellings, actually used for residential purposes, which are separately metered or measured, irrespective of the fact that a person other than the resident: (1) is contractually bound to the Chattanooga Gas Company (Company) for the charges, or (2) actually pays the charges, or (3) is billed for the charges. Use of gas service in hotel or motel units by transient occupants shall not constitute residential use. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly.

MONTHLY BASE RATE

	<u>Winter</u> <u>Net Rate</u> November-April	<u>Summer</u> <u>Net Rate</u> May-October
<u>Customer Base Use Charge</u>	<del>\$16.00</del> <u>21.00</u>	<del>\$13.00</del> <u>18.50</u>
<u>Commodity Charge</u>	<del>11.594</del> <u>13.921</u> ¢ Per Therm	<del>11.594</del> <u>13.921</u> ¢ Per Therm

~~Summer Air Conditioning Charge~~  
~~Over 50 Therms Per Month~~

—

3.948¢ Per Therm

~~Standby Service Demand Charge~~  
~~Rate Per Therm Of Input Per Month~~

~~Demand Charge Applicable To~~  
~~F-1 Customers~~

~~Demand Charge Applicable To~~  
~~F-1 Customers~~

~~Standby Input shall be based upon individual Customer's applicable gas equipment rating in Therms.~~

$$\frac{(\text{BTU} / \text{Hour}) \times 10 \text{ Hours}}{100,000 \text{ BTU}} = \text{Number of Therms}$$

Monthly billing in units of ~~CCF~~, Dth or Therms may be based upon monthly or bi-monthly meter reading.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

SUMMER AIR CONDITIONING RATE

~~Available to any residential Customer who has installed and regularly operates a gas fired central air conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein.~~

MINIMUM BILL

The minimum monthly bill shall be the Customer Base Use Charge ~~plus the Standby Service Demand Charge, when applicable~~, as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

ISSUED: ~~MAY 28, 2010~~FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~TPUC-NO. 1

~~TENTH~~ELEVENTH REVISED SHEET NO.1

PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

ISSUED: ~~MAY 28, 2010~~FEBRUARY 15, 2018

ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~TENTH~~ ELEVENTH REVISED SHEET NO.1 A**RATE SCHEDULE R-1 (Continued)**  
**Residential General Service**STANDBY SERVICE

~~When gas service is being supplied for use as a Standby Service for the dual fuel heat pump or for similar use where the Customer's equipment is specifically designed by the manufacturer or is modified by the Customer or others for the purpose of using natural gas as the equipment's standby energy source, there shall be payable monthly in addition to all and other charges under this Rate Schedule a Standby Service Demand Charge individually determined for each Customer based upon the Customer's applicable gas equipment input rating.~~

~~The revenues realized from the Standby Service Demand Charge shall be credited to the demand component of the "Deferred Gas Cost" account in accordance with the Purchased Gas Adjustment Provision.~~

GAS LIGHT SERVICE

Where Customer has no other use of gas, a gas light may be installed solely at the option of the Company with such service to be provided on a non-metered basis. The monthly billing for such use shall be at the rate of 18 Therms for each light.

MULTIPLE BILLING

Where the Company serves a number of separate dwelling units under common ownership on the same premises with service through a single meter, the minimum charge ~~and the quantity of gas within each block of the above rates~~ shall be multiplied by the number of individual units in which gas is consumed.

BILLING ADJUSTMENTS

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~ Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the ~~Alignment and Usage Adjustment (AUA)~~ Weather Normalization (WNA) as approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

LIMITING AND CURTAILING GAS SERVICE

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

GENERAL TERMS AND CONDITIONS

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

ISSUED: ~~OCTOBER 20, 2010~~ FEBRUARY 15, 2018 ——— EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SIXTH~~ SEVENTH REVISED SHEET NO.5**RATE SCHEDULE R-4**  
**Multi-Family Housing Service**AVAILABILITY

This service classification is closed and only available to customers currently receiving service as of July 31, 2006 that are either a public housing authority, or a private company which operates a housing project containing not less than 50 dwelling units, which uses gas in each dwelling unit for two or more of the following purposes: Cooking, water heating, refrigeration, air conditioning and space heating, and which contracts for gas service for a period of not less than one year, and is subject to the Chattanooga Gas Company (Company)'s determination of available gas supply. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly without the approval of the Company.

MONTHLY BASE RATE (Per Dwelling Unit  
Connected)WinterSummerNet Rate  
November- AprilNet Rate  
May-OctoberCustomer Base Use Charge~~\$6.00/Unit~~ 8.50~~\$6.00~~ 8.50/UnitCommodity Charge

Flat Rate Per Month

~~21.768~~ 26.141 ¢ Per  
Therm~~19.350~~ 23.723 ¢ Per  
ThermIAir -Conditioning Commodity Charge

Flat Rate Per Month

—

~~3.948~~ 8.086 ¢ Per  
Therm~~Standby Service Demand Charge~~~~Rate Per Therm Of Input Per Month~~~~Demand Charge Applicable~~  
~~To F-1 Customers~~~~Demand Charge Applicable~~  
~~To F-1 Customers~~~~Standby Input shall be based upon individual Customer's applicable gas equipment rating in Therms~~

$$\frac{(\text{BTU} / \text{Hour}) \times 10 \text{ Hours}}{100,000 \text{ BTU}} = \text{Number of Therms}$$

Monthly billing in units of ~~CCF~~ Dth or Therms may be based upon monthly or bi-monthly meter readings.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority's~~ Public Utility Commission Rules and Regulations and applicable taxes shall be added to the above rates.

SUMMER AIR-CONDITIONING RATE

Available to any multi-family housing Customer who has installed and regularly operates a separately metered gas-fired central air-conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein. The volume of gas used for air-conditioning purposes will be determined by metering equipment installed by the Company. In the event a single unit provides both heating and cooling, usage during Summer (billing months of May through October) shall be deemed to be air-conditioning use for purposes hereof.

MINIMUM BILL

The minimum monthly bill shall be the Customer Base Use Charge per dwelling unit as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 — EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

SECOND REVISED SHEET NO.5A

ISSUED: ~~OCTOBER 11, 2004~~FEBRUARY 15, 2018 EFFECTIVE:-~~OCTOBER 1, 2004~~SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP



CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

SECOND REVISED SHEET NO.5A

**RATE SCHEDULE R-4**  
**Multi-Family Housing Service**

PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

BILLING ADJUSTMENTS

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization Adjustment (WNA) Rider (Docket No. 91-01712) as approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission

C

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

LIMITING AND CURTAILING GAS SERVICE

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

GENERAL TERMS AND CONDITIONS

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

NINTH-TENTH REVISED SHEET NO.10

**RATE SCHEDULE C-1**  
**Small Commercial and Industrial General Service**AVAILABILITY

Available to any commercial or industrial Customer for all purposes that consumes less than or up to 4,000 therms annually. Gas service under this rate schedule in excess of 1,000 THERM per day shall be, at the option of Chattanooga Gas Company (Company), by written contract for a term of one year or less providing for monthly payment of gas Service, and is subject to the Company's determination of available gas supply. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly.

MONTHLY BASE RATE

Winter  
Net Rate  
November-April

Summer  
Net Rate  
May-October

Customer Base Use Charge~~\$29.00~~ 39.00~~\$25.00~~ 35.00

I

Commodity Charge~~18.58~~ 22.678¢ Per  
Therm~~14.589~~ 18.686¢ Per  
Therm

I

Air -Conditioning Charge~~Flat~~ Rate Per Month

----

~~3968~~ 8,086¢ Per  
Therm

I

Standby Service Demand Charge

Rate Per Therm of Input Per Month

Demand Charge Applicable to  
F-1 CustomersDemand Charge Applicable  
to F-1 Customers

D

Standby Input shall be based upon individual Customer's applicable gas equipment rating in Therms

$$\frac{(\text{BTU} / \text{Hour}) \times 10 \text{ Hours}}{100,000 \text{ BTU}} = \text{Number of Therms}$$

D

Monthly billing in units of ~~CCF~~, Dth or Therms may be based upon monthly or bi-monthly meter readings.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~ Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

C

SUMMER AIR-CONDITIONING RATE

Available to any commercial or industrial Customer who has installed and regularly operates a separately metered gas-fired central air-conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein. The volume of gas used for summer air-conditioning purposes will be determined by metering equipment installed by the Company. In the event a single unit provides both heating and cooling, usage during the Summer (billing months of May through October) shall be deemed to be air-conditioning use for purposes hereof.

MINIMUM BILL

The minimum monthly bill shall be the Customer Base Use Charge ~~plus the Standby Service Demand Charge, when applicable,~~ as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

D

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1  
PAYMENT TERMS

~~NINTH~~-TENTH REVISED SHEET NO.10

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~TENTH~~ ELEVENTH REVISED SHEET NO.10ARATE SCHEDULE C-1(Continued)  
Small Commercial and Industrial General ServiceSTANDBY SERVICE

~~When gas service is being supplied for use as a Standby Service for the dual-fuel heat pump or for similar use where the Customer's equipment is specifically designed by the manufacturer or is modified by the Customer or others for the purpose of using natural gas as the equipment's standby energy source, there shall be payable monthly in addition to all and other charges under this Rate Schedule a Standby Service Demand Charge individually determined for each Customer based upon the Customer's applicable gas equipment input rating.~~

D

~~The revenue realized from the Standby Service Demand Charge shall be credited to the demand component of the "Deferred Gas Cost" account in accordance with the Purchased Gas Adjustment Provision.~~

GAS LIGHT SERVICE

Where Customer has no other use of gas, a gas light may be installed solely at the option of the Company with such service to be provided on a non-metered basis. The monthly billing for such use shall be at the rate of 18 Therms for each light.

SPECIAL TERMS & CONDITIONS

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of (1.) 25.00 per Dth or (2.) ~~ten times~~ the ~~average-highest~~ index price at pipeline receipt points used by the Company on curtailment days ~~plus \$5.00 per Dth~~ and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company.

I

These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA-TPUC~~ Administrative Rule 1220-4-7.

C

BILLING ADJUSTMENTS

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~ Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

Bills for gas service hereunder shall be subject to the provisions of the ~~Alignment and Usage Adjustment (AUA)~~ Weather Normalization Adjustment (WNA) as approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission

D

C

ISSUED: ~~OCTOBER 20, 2010~~ FEBRUARY 15, 2018 ——— EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~TPUC NO. 1

~~TENTH~~ELEVENTH REVISED SHEET NO.10A

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~-NO. 1

SECOND REVISED SHEET NO. 10B

**RATE SCHEDULE C-1(Continued)**  
**Small Commercial and Industrial General Service**

LIMITING AND CURTAILING GAS SERVICE

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public ~~Service Authority~~ Utility Commission.

C

GENERAL TERMS AND CONDITIONS

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~ORIGINAL~~ REVISED SHEET NO. 11**RATE SCHEDULE C-2**  
**Medium Commercial and Industrial General Service****AVAILABILITY**

Available to any commercial or industrial Customer for all purposes that consumes greater than 4,000 therms annually. Gas service under this rate schedule in excess of 1,000 THERM per day shall be, at the option of Chattanooga Gas Company (Company), by written contract for a term of one year or less providing for monthly payment of gas Service, and is subject to the Company's determination of available gas supply. Gas service under this schedule shall be through a single point of delivery and such gas shall not be resold, directly or indirectly.

**MONTHLY BASE RATE****Winter****Summer****Net Rate**

November-April

**Net Rate**

May-October

**Customer Base Use Charge**

\$75.00

\$75.00

I

**Commodity Charge**

First 3,000 Therms Per Month

~~18.744~~ 19.837 ¢ Per  
Therm~~14.717~~ 15.810 ¢ Per  
Therm

Next 2,000 Therms Per Month

~~17.109~~ 18.202 ¢ Per  
Therm~~11.683~~ 12.776 ¢ Per  
Therm

Over 10,000 Therms Per Month

~~16.666~~ 17.775 ¢ Per  
Therm~~10.892~~ 11.985 ¢ Per  
Therm

Over 15,000 Therms Per Month

~~8.623~~ 9.716 ¢ Per  
Therm~~8.623~~ 9.716 ¢ Per  
Therm**Demand Charge**

Rate Unit of Billing Demand

~~\$5.50~~ 7.00 per Dth~~\$5.50~~ 7.00 per Dth**Air -Conditioning Charge**

Rate Per Month

----

~~3.948~~ 8.086 ¢ Per  
Therm

Monthly billing in units of ~~CCF~~, Dth or Therms may be based upon monthly or bi-monthly meter readings.

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~ Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

C

**SUMMER AIR-CONDITIONING RATE**

Available to any commercial or industrial Customer who has installed and regularly operates a separately metered gas-fired central air-conditioning system which meets Company's specifications. All provisions of the above rate schedule will apply except as specifically modified herein. The volume of gas used for summer air-conditioning purposes will be determined by metering equipment installed by the Company. In the event a single unit provides both heating and cooling, usage during the Summer (billing months of May through October) shall be deemed to be air-conditioning use for purposes hereof.

**MINIMUM BILL**

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 — EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY

GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~ORIGINAL~~ REVISED SHEET NO. 11

The minimum monthly bill shall be the Customer Base Use Charge plus the ~~Standby Service~~ Demand Charge, ~~when applicable~~, as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

D



CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

ORIGINAL-REVISED SHEET NO. 11B

**RATE SCHEDULE C-2(Continued)**  
**Medium Commercial and Industrial General Service****BILLING DEMAND**

## Existing Premises

For existing Premises, the billing demand is calculated based on historical consumption from the prior year using the following methodology:

- (a) The appropriate winter and summer periods are determined based on the Company's billing cycles. Such periods are unique for each Premises, based on its consumption pattern and available data.
- (b) The winter period is based on the billing cycle with the highest average number of heating degree days per day.
- (c) Generally, the summer period includes billing cycles for July and August. If valid data is not available for both months, one month is used. Other non-heat sensitive months may be used if July and August consumption is not representative of baseload (e.g., for gas air conditioning customers.
- ~~(d) customers.~~
- ~~(e)~~(d) The consumption for the summer period is divided by the days in the period to calculate the summer daily baseload.
- ~~(f)~~(e) The summer daily baseload is multiplied by the days in the winter period to produce a winter baseload.
- ~~(g)~~(f) The winter baseload is subtracted from the total load in the winter period to isolate the heat sensitive load.
- ~~(h)~~(g) The heat sensitive load is divided by the heating degree days in the winter period to produce a heat sensitive factor.
- ~~(i)~~(h) The heat sensitive factor is multiplied by the peak day heating degree days to produce the peak heat sensitive load.
- ~~(j)~~(i) The peak heat sensitive load is added to the winter baseload to produce the initial billing demand
- ~~(k)~~(j) The initial billing demand is verified and estimation techniques are employed as necessary where actual data produces unacceptable results.

## New Premises

For new Premises, the billing demand is estimated based upon the construction matrix prepared by the Company. The BTU rating of the gas fired equipment and the expected hours of operation on the peak day are used to calculate the Demand Unit. After each new Premises has been receiving service for one year, the Premises is no longer considered a new Premises and the billing demand will be recalculated based upon actual consumption using the billing demand calculation method for existing Premises.

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

ORIGINAL SHEET 11A

~~ISSUED: JUNE 30, 2006~~ ISSUED: FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JULY 31, 2006~~ September 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~ORIGINAL~~ REVISED SHEET NO.11C**RATE SCHEDULE C-2(Continued)**  
**Medium Commercial and Industrial General Service**PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

GAS LIGHT SERVICE

Where Customer has no other use of gas, a gas light may be installed solely at the option of the Company with such service to be provided on a non-metered basis. The monthly billing for such use shall be at the rate of 18 Therms for each light.

SPECIAL TERMS & CONDITIONS

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of (1.) \$15.00 per Dth or (2.) ten times the ~~average highest~~ index price at pipeline receipt points used by the Company on ~~curtailment days~~ curtailment days plus \$5.00 per Dth and days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company.

I

These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~ TPUC Administrative Rule 1220-4-7.

C

LIMITING AND CURTAILING GAS SERVICE

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public ~~Service Authority~~ Utility Commission.

C

BILLING ADJUSTMENTS

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~ Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization Adjustment (WNA) Rider (Docket No. 91-01712) as approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

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ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~TPUC NO. 1

~~ORIGINAL~~REVISED SHEET NO.11C

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

**RATE SCHEDULE C-2(Continued)**  
**Medium Commercial and Industrial General Service**

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SIXTH~~SEVENTH REVISED SHEET NO.20**RATE SCHEDULE F-1****Commercial and Industrial Large Volume Firm Sales Service****RESTRICTED AVAILABILITY**

This rate is available to those Customers actually taking service under Rate Schedule F-1 as of February 1, 1994. This rate will be available to additional Customers subsequent to February 1, 1994 only upon Chattanooga Gas Company (Company)'s ability to provide adequate gas supply to support the sale on terms and conditions which are satisfactory in the sole judgment of the Company subject to review by the Tennessee ~~Regulatory Authority~~Public Utility Commission when such review is requested by a Customer. Once a qualified Customer elects service under this Rate Schedule, service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule T-2 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. ~~A Customer receiving service under the F-1/T-2 Rates Schedules as of March 1, 2005 that fails to submit an executed contract will receive service under Rate Schedule F-1 through May 31, 2006.~~

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D

**AVAILABILITY**

Available to any commercial or industrial Customer for all purposes under the following conditions:

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more.
2. The Company must have available to it a supply of natural gas adequate in the opinion of the Company to meet the Customer's requirements.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers.
4. The gas shall be sold through a single point of delivery and shall not be resold directly or indirectly, without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of not less than 12 months.

**MONTHLY BASE RATE**Customer Base Use ChargeNet Rate

\$300.00

Demand Charge

Per Unit of Billing Demand

~~\$5.50~~7.00 Per DthCommodity Charge

First 1,500 Dths Per Month

~~\$ .8064~~8086

Per Dth

Next 2,500 Dths Per Month

~~\$ .6891~~6913 Per Dth

Next 11,000 Dths Per Month

~~\$ .3908~~3930 Per Dth

Over 15,000 Dths Per Month

~~\$ .2402~~2424 Per Dth

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ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~SIXTH~~ SEVENTH REVISED SHEET NO.20

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~ Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

SEVENTH EIGHTH REVISED SHEET NO.20A

**RATE SCHEDULE F-1 (Continued)**  
**Commercial and Industrial Large Volume Firm Sales Service****MINIMUM BILL**

The minimum monthly bill shall be the Customer's Base Use Charge as shown in the Monthly Base Rate stated above plus the amount of the individual Customer's Monthly Demand Charge and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING DEMAND**

The billing demand shall be the greater of (a) or (b) below or as established in the gas sale agreement when service is provided in conjunction with service provided under another Rate Schedule.

- (a) The demand for the current month is always the highest demand day in any of the previous 11 billing months plus the current billing month - - bearing in mind that demand days are established only during the billing months of November, December, January, February and March.
- (b) The demand will be 65% of the average daily consumption for the preceding months of April through October.

Whenever a Customer commences taking service under this rate between April 1, and October 31 of any year, the billing demand for each billing month prior to the November billing shall be 6% of the monthly consumption in each such. Commencing with the billing month of November, the billing demand shall be determined under (a) or (b), above.

**DETERMINATION OF DEMAND DAY**

The demand day shall be determined at the option of the Company by one of the following methods:

- 1. By measuring the maximum volume of gas taken by the Customer in any one day through the use of volume and pressure recording and measuring equipment installed by the Company.
- 2. When gas is delivered to a Customer through a positive displacement meter without the use of daily recording and measuring equipment, the maximum volume of gas taken in any one day during the billing month shall be 6% of the total volume of gas used by the Customer during such billing month.

~~The Company retains the option of installing recording and measuring equipment to determine the maximum volume of gas taken in any one day on the meter of any Customer purchasing gas service under this Rate Schedule.~~

D

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. ~~The cost shall be (includes applicable income taxes) adjusted by the applicable income tax gross-up factor.~~ The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in

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ISSUED: ~~OCTOBER 20, 2010~~ FEBRUARY 15, 2018EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~SEVENTH~~EIGHTH REVISED SHEET NO.20A

accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

**RATE SCHEDULE F-1 (Continued)**  
**Commercial and Industrial Large Volume Firm Sales Service**

**SPECIAL TERMS AND CONDITIONS**

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the ~~average daily highest~~ index at pipeline receipt points used by the Company on ~~curtailment days curtailment~~ plus \$5.00 per Dth and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

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C

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company.

Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA-TPUC~~ Administrative Rule 1220-4-7.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~Public Utility Commission.

C

ISSUED: ~~OCTOBER 20, 2010~~FEBRUARY 15, 2018

EFFECTIVE: ~~JUNE 1, 2010~~SEPTEMBER 1, 2018

ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP



CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~SIXTH~~SEVENTH REVISED SHEET NO.20B

GENERAL TERMS AND CONDITIONS

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee  
~~Regulatory Authority~~Public Utility Commission.

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SEVENTH~~EIGHTH REVISED SHEET NO.25

## RATE SCHEDULE I-1

Commercial and Industrial Interruptible Sales ServiceAVAILABILITY

Gas sales service available on an interruptible basis to large volume Customers provided Chattanooga Gas Company (Company) has interruptible gas delivery capacity in excess of the then existing requirements of other Customers, and further subject to the following conditions:

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more. A Customer may also qualify for this rate schedule on a summer seasonal basis (May-October) provided the daily usage during this period consistently meets or exceeds 100 Dths.
2. The Company must have available to it a supply of natural gas adequate in the opinion of the Company to meet the Customer's requirements, and further provided the Customer's use under this rate shall not work a hardship on any other rate payers of the Company, nor adversely affect any other class of the Company's Customers. Further provided the Customer's use under this rate shall not adversely affect the Company's gas purchase plans and/or effective utilization of the daily demands under the Company's gas purchase contracts with its suppliers subject to review by the Tennessee ~~Regulatory Authority~~ Public Utility Commission when such review is requested by a Customer.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers unless the Customer pays all cost (~~including applicable income tax~~) to provide required facilities. The cost of such facilities shall be adjusted by the applicable income tax gross-up factor.
4. The gas shall be sold through a single point of delivery and shall not be resold directly or indirectly without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. Upon meeting the qualifications contained therein, a Customer may receive service under Rate Schedule SS-1 concurrent with this Rate Schedule. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule T-1 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. ~~A Customer receiving service under the I-1/T-1 Rates Schedules as of March 1, 2005 that fails to submit an executed contract will receive service under Rate Schedule I-1 through May 31, 2006.~~
6. Customer agrees to install and maintain in usable condition standby fuel burning facilities to enable Customer, in the event of a curtailment of gas, to continue operations on standby fuel, or to give ~~satisfactory~~ satisfactory evidence of his ability and willingness to have the delivery of gas hereunder interrupted or curtailed by the Company in accordance with the special terms and conditions as hereinafter set forth.
- 7.

MONTHLY BASE RATENet RateCustomer Base Use Charge

\$300.00

Commodity Charge

First 1,500 Dths Per Month

\$ ~~8064~~ 8086ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

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Next 2,500 Dths Per Month  
Next 11,000 Dths Per Month  
Over 15,000 Dths Per Month

Per Dth  
\$.~~6891~~-6913 Per Dth  
\$.~~3908~~ 3930 Per Dth  
\$.~~2402~~-2424 Per Dth

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SEVENTH~~EIGHTH REVISED SHEET NO.25A**RATE SCHEDULE I-1 (Continued)**  
**Commercial and Industrial Interruptible Sales Service**

Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

C

**AUTHORIZED INCREMENTAL RATE**

When the Company determines that volumes of gas are available to be purchased and transported to Customers under this Rate Schedule, then the Company shall, at ~~its~~its option, be authorized to charge the incremental rate in lieu of the published PGA rate for I-1 Customers for such volumes distributed to those Customers who have been offered and who have agreed to pay such incremental rate in lieu of having their gas service curtailed. On days when gas is not being withdrawn from the Company's Liquid Natural Gas (LNG) facility for system supply, the incremental rate shall be the applicable index rate plus the variable pipeline charges. On those days when gas is being withdrawn from the LNG facility, the incremental rate will be increased to reflect the cost of gas used in the liquefaction and vaporization process.

**MINIMUM BILL**

The minimum bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~Public Utility Commission.

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**INTERRUPTIBLE AND FIRM SERVICE**

Should any Customer qualified to purchase interruptible gas under all the availability provisions quoted above desire to purchase firm gas under Rate Schedule "C-1", "C-2" or "F-1" plus interruptible gas under this Rate Schedule "I-1", said Customer may do so through a single meter installation under the following conditions:

1. The Company and the Customer must agree as to the maximum volume of firm gas to be delivered in any one day under Rate Schedule "C-1", "C-2" or "F-1".
2. The volume of gas to be billed at the interruptible rate will be the total of the deliveries on each day of the billing month in excess of the agreed volumes for Rate Schedule "C-1", "C-2" or "F-1".

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3. The Customer's requirement for interruptible gas must not be consistently less than a minimum daily volume of 100 Dths on an annual or summer seasonal basis (May-October) above and beyond the purchase of firm gas.

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~SEVENTH-EIGHTH~~ REVISED SHEET NO.25B

**RATE SCHEDULE I-1 (Continued)**  
**Commercial and Industrial Interruptible Sales Service**

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. ~~(includes applicable income taxes)~~. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the installation and monthly cost of any power, telephone lines or wireless facilities necessary for the operation of such equipment.

C

**SPECIAL TERMS AND CONDITIONS**

The Company will allocate gas available for delivery under this Tariff as equitably as possible among affected Customers giving effect to those similarly situated and in so doing may always give recognition to both its own curtailment plan and those curtailment plans and requirement indexes of its pipeline suppliers to the end that available gas may reach the highest priority of service as determined from time to time by appropriate State and Federal regulatory authorities.

This schedule is subject to interruption on one-half-hour's notice given by the Company by telephone or otherwise. The Company will curtail interruptible gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules and to prevent Customers being served under other rate schedules being adversely affected as the result of gas being delivered under this rate schedule at a price that is below current costs.

Customer shall immediately discontinue the use of interruptible gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement ~~where such consumption is measured and recorded on a daily basis,~~ or in the event Customer does not comply with a curtailment order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment volumes shall be paid for by the Customer at the greater of the rate of (1.)\$15.00 per Dth or (2.) ten times the average daily highest index price at pipeline receipt points used by the Company on curtailment ~~days plus \$5.00 per Dth and all days all~~ applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company.

I

These additional charges shall be in addition to all other charges payable under this Rate Schedule. The payment of a charge for unauthorized over-run shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run volumes, nor shall such payment to considered as a substitute for any other remedies available to Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of interruptible gas deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run

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ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

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CHATTANOOGA GAS COMPANY  
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~~SEVENTH~~EIGHTH REVISED SHEET NO.25B

collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~TPUC  
Administrative Rule 1220-4-7.

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

SECOND REVISED SHEET NO.25C

**RATE SCHEDULE I-1 (Continued)**  
**Commercial and Industrial Interruptible Sales Service**

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C



CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~SEVENTH~~EIGHTH REVISED SHEET NO.30

**RATE SCHEDULE T-1**  
**Interruptible Transportation Service**

**TRANSPORTATION SERVICE AGREEMENT**

Interruptible Transportation Service provided hereunder shall be an annual service under a Transportation Service Agreement on an individual Customer basis.

**AVAILABILITY**

Available on an interruptible basis under a Transportation Service Agreement to large volume Customers provided Chattanooga Gas Company (Company) has interruptible gas delivery capacity in excess of the then existing requirements of other Customers, and further subject to the following conditions:

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more. A Customer may also qualify for this rate schedule on a summer seasonal basis (May-October) provided the daily usage during this period consistently meets or exceeds 100 Dths.
2. The Customer's use under this rate shall not work a hardship on any other rate payers of the Company, nor adversely affect any other class of the Company's Customers and further provided the Customer's use under this rate shall not adversely affect the Company's gas purchase plans and/or effective utilization of the daily demands under the Company's gas purchase contracts with its suppliers subject to review by the Tennessee ~~Regulatory Authority~~Public Utility Commission when such review is requested by Customer.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers unless the Customer pays all cost (including applicable Income Tax) to provide required facilities
4. The gas shall be delivered through a single point of delivery and shall not be resold directly or indirectly, without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.
5. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. Upon meeting the qualifications contained therein, a Customer may receive service under Rate Schedule SS-1 concurrent with this Rate Schedule. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule I-1 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. ~~A Customer receiving service under the I-1/ T-1 Rates Schedules as of March 1, 2005 that fails to submit an executed contract will receive service under Rate Schedule I-1 through May 31, 2006~~

C

D

ISSUED: ~~NOVEMBER 20, 2006~~FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SEVENTH~~-EIGHTH REVISED SHEET NO.30A**RATE SCHEDULE T-1 (Continued)****Interruptible Transportation Service**

6. Customer agrees to install and maintain standby fuel burning facilities to enable Customer, in the event of curtailment of service, to continue operations on standby fuel, or to give satisfactory evidence of ~~his~~the ability and willingness to have the service hereunder interrupted or curtailed by the Company in accordance with the terms and conditions set forth herein, ~~in the Special Contract~~.

D

MONTHLY BASE RATE\*Net RateCustomer Base Use Charge

\$300.00

System Capacity Charge

Per Unit of Billing Demand

\$~~1.35~~1.75 Per Dth

I

Commodity Charge

First 1,500 Dths Per Month

\$~~8064~~8086 Per Dth

Next 2,500 Dths Per Month

\$~~6891~~6913 Per Dth

Next 11,000 Dths Per Month

\$~~3908~~3930 Per Dth

Over 15,000 Dths Per Month

\$~~2402~~2424 Per Dth

Other adjustments, charges and/or credits as determined in accordance with the Tennessee Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

C

\*Company's Transportation Service Rate is in addition to all other applicable Pipeline Transportation Rates and Charges.

**BILLING DEMAND**

The billing demand shall be the greater of (a) or (b) below:

- (a) The demand for the current month is always the highest demand day in any of the previous 11 billing months plus the current billing month - - bearing in mind that demand days are established only during the billing months of November, December, January, February and March
- (b) The demand will be 65% of the average daily consumption for the preceding months of April through October.

Whenever a Customer commences taking service under this rate between April 1, and October 31 of any year, the billing demand for each billing month prior to the November billing shall be 6% of the monthly consumption in each such month. Commencing with the billing month of November, the billing demand shall be determined either under (a) or (b) above.

**DETERMINATION OF DEMAND DAY**

The demand day shall be determined at the option of the Company by one of the following methods:

1. By measuring the maximum volume of gas taken by the Customer in any one day through the use of volume and pressure recording and measuring equipment installed by the Company.

CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA-TPUC~~ NO. 1~~SEVENTH~~EIGHTH REVISED SHEET NO.30A

2. When gas is delivered to a Customer through a positive displacement meter without the use of daily recording and measuring equipment, the maximum volume of gas taken in any one day during the billing month shall be 6% of the total volume of gas used by the Customer during such billing month.

**RATE SCHEDULE T-1 (Continued)**  
**Interruptible Transportation Service**

3. ~~The Company retains the option of installing recording and measuring equipment to determine the maximum volume of gas taken in any one day on the meter of any Customer purchasing gas service under this Rate Schedule.~~

D

AUTHORIZED INCREMENTAL RATE

When the Company determines that volumes of gas are available to be purchased and transported to Customers under this Rate Schedule, then the Company shall, at its option, be authorized to charge the incremental rate Customers for such gas supply distributed to those Customers who have been offered and who have agreed to pay such incremental rate in lieu of having their gas service curtailed. On days when gas is not being withdrawn from the Company's Liquid Natural Gas (LNG) facility for system supply, the incremental rate shall be the applicable index rate plus the variable pipeline charges. On those days when gas is being withdrawn from the LNG facility, the incremental rate will be increased to reflect the cost of gas used in the liquefaction and vaporization process.

N

MINIMUM BILL

The minimum bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

DATA COLLECTION EQUIPMENT

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. ~~equipment (includes applicable income taxes).~~ The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

C

BALANCING

The Company reserves the right to require daily balancing on any day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons.

N

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~EIGHTH~~ NINTH REVISED SHEET NO.30B

It shall be the Customer's responsibility to maintain a daily and monthly balance with the Company to insure system integrity and avoid any assessment of penalties against the Company by the Interstate Pipelines. To insure such, Customers are required to nominate on a daily basis. If the Company is assessed a penalty by a Customer's transporting pipeline, the Company shall have the right to pass-through all such penalties to the Customer to the extent the Customer or Customer's agent is responsible for causing the Company to be assessed such penalties.

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

~~SECOND~~-THIRD REVISED SHEET NO.30C

**RATE SCHEDULE T-1 (Continued)**  
**Interruptible Transportation Service**

**CASH OUT OF MONTHLY IMBALANCES**

Any difference between the quantities delivered to the Company's city gate facilities for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known 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 will buy an amount of gas equal to the deficiency from the Company. The Customer shall pay a price equal to the highest Daily Index Cost of Gas, as determined from ~~the "Daily Price Survey" set forth in~~ S&P Global Platts Gas Daily published by Platts in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" in the first issue of such publication following the date of the transaction plus the 100% load factor FT transportation rate, applicable surcharges and fuel on the relevant pipeline times the premium percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate. If the Customer consumes less gas than it has 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 by paying the Customer a price equal to the lowest Daily Index Cost of Gas, as determined from S&P Global Platts the "Daily Price Survey" set forth in Gas Daily in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" published by Platts in the first issue of such publication following the date of the transaction, applicable surcharges and fuel on the relevant pipeline times the discount percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate:

Percentage of the Imbalance	Short	Long
	Premium	Discount
Equal to or less than 10%	100%	100%
Over 10% & equal to or less than 15%	120%	80%
Over 15% & equal to or less than 20%	140%	60%
Over 20%	150%	50%

The Daily Index Cost of Gas shall be derived from the prices published in *Gas Daily* in the Daily Price Survey.

Southern Natural , La	X	<del>374</del> 3%
	+	
Tennessee, zone 0	X	<del>174</del> 5%
	+	
Tennessee, La, 500 Leg	X	<del>242</del> 0%
	+	
Tennessee, La, 800 Leg	X	<del>242</del> 0%

The Company will collect gross receipt tax on the incremental gross gas related charges. Any difference between the actual cost of gas incurred by the Company and the Index prices defined above will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~-TPUC Administrative Rule 1220-4-7. Increments or decrements which may result for the PGA will not apply to the cash-out mechanism.

ISSUED: ~~OCTOBER 20, 2010~~ FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~TPUC NO. 1

~~FIRST~~SECOND REVISED SHEET NO.30D

ISSUED: ~~OCTOBER 20, 2010~~FEBRUARY 15, 2018 EFFECTIVE: ~~JUNE 1, 2010~~SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

~~FIRST~~ SECOND REVISED SHEET NO.30D

**RATE SCHEDULE T-1 (Continued)**  
**Interruptible Transportation Service**

**LIMITING AND CURTAILING GAS SERVICE**

Transportation Service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

**SPECIAL TERMS AND CONDITIONS**

This schedule is subject to interruption on one-half-hour's notice given by the Company by telephone or otherwise. The Company will curtail transportation gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

Customer shall immediately discontinue the use of transported gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or a daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing order volumes shall be paid for by the Customer at the greater of the rate of (1.)\$15.00 per Dth or (2.) ten times the ~~average daily highest~~ index price at pipeline receipt points used by the Company on curtailment or daily balancing days ~~plus \$5.00 per Dth~~ and all applicable pipeline and/or gas supplier penalties and/or charges ~~because of that are the result of~~ the Customer's failure to comply with a curtailment or daily balancing order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

I

C

The payment of a charge for unauthorized over-run 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 Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of interruptible transportation service deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~TPUC Administrative Rule 1220-4-7.

C

**GENERAL TERMS AND CONDITIONS**

Transportation Service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

ISSUED: ~~OCTOBER 20, 2010~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

FIRST REVISED SHEET NO.30D

ISSUED: FEBRUARY 15, 2018

ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: SEPTEMBER 1, 2018



CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~SIXTH~~ SEVENTH REVISED SHEET NO.31

**RATE SCHEDULE T-2**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

TRANSPORTATION SERVICE AGREEMENT

Interruptible Transportation Service provided hereunder shall be an annual service under a Transportation Service Agreement on an individual Customer basis.

AVAILABILITY

Available on an Interruptible basis to eligible large volume Customers. Transportation Service shall be by Transportation Service Agreement in conjunction solely with service under Rate Schedule F-1.

1. Service shall be limited to Customers consistently using a minimum of 36,500 Dths annually at a daily rate of 100,000 cubic feet or 1,000 Therms or more.
2. The Customer's use under this rate shall not work a hardship on any other rate payers of Chattanooga Gas Company ( Company), nor adversely affect any other class of the Company's Customers and further provided the Customer's use under this rate shall not adversely affect the Company's gas purchase plans and/or effective utilization of the daily demands under the Company's gas purchase contracts with its suppliers subject to review by the Tennessee ~~Regulatory Authority~~ Public Utility Commission when such review is requested by Customer.
3. Customer must be on or adjacent to the Company's existing mains and the mains shall, in the Company's judgment, be adequate to serve the Customer's requirements without impairing service to other Customers.
4. The gas shall be delivered through a single point of delivery and shall not be resold directly or indirectly, without the approval of the Company. The Company is not authorized to give its approval if the purpose is to have two plants under common ownership, or separate ownership purchase gas through one meter.

~~5.~~ Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. Upon meeting the qualifications contained therein, a Customer may receive service under Rate Schedule SS-1 concurrent with this Rate Schedule. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule F-1 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. ~~A Customer receiving service under the F-1/ T-2 Rates Schedules as of March 1, 2005 that fails to submit an executed contract will receive service under Rate Schedule F-1 through May 31, 2006.~~

~~6-5.~~

MONTHLY BASE RATE

\*Net Rate

Customer Base Use Charge

\$300.00

Demand Charge

Per Unit of Billing Demand

~~\$5.50~~ 7.00 Per Dth

Commodity Charge

First 1,500 Dths Per Month

~~\$ .8064~~ .8086 Per Dth

Next 2,500 Dths Per Month

~~\$ .6891~~ .6913 Per Dth

Next 11,000 Dths Per Month

~~\$ .3908~~ .3930 Per Dth

Over 15,000 Dths Per Month

~~\$ .2402~~ .2424 Per Dth

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SIXTH~~ SEVENTH REVISED SHEET NO.31A**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

Firm Purchased gas costs, other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~ Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

\* Company's Transportation Service Rate is in addition to all other applicable Pipeline Transportation Rates and Charges.

C

**MINIMUM BILL**

The Minimum Monthly Bill shall be the Customer Base Use Charge as shown in the Monthly Base Rate as stated above plus the amount of the individual Customers' Monthly Demand Charge and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for Transportation Service hereunder shall be subject to adjustment for changes in the cost of Firm purchased gas demand charges in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~ Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

Bills for gas service hereunder shall be subject to the provisions of the Interruptible Margin Credit Rider as approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

**SPECIAL TERMS AND CONDITIONS**

In the event of curtailment of interruptible transportation service by the Company, the pipeline transporter, or Seller, the Company agrees to supply the contracted quantity of natural gas to the Customer stated in Dths/day pursuant to the terms and conditions of Rate Schedule F-1 and the related gas sales agreement thereto or any amendments thereto. It is the intent that the Customer at all times receives the contracted stated quantity of firm gas supply from interruptible transportation service or from firm natural gas sales purchased from the Company. Service hereunder, however, shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

**DATA COLLECTION EQUIPMENT**

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. ~~(includes applicable income taxes).~~ The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter and the connection of the data collections equipment to the meter shall be performed by the Company. All Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

C

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

~~SIXTH~~ SEVENTH REVISED SHEET NO.31A

BALANCING

It shall be the Customer's responsibility to maintain a daily and monthly balance with the Company to insure system integrity and avoid any assessment of penalties against the Company by the Interstate Pipelines. To insure such, Customers are required to nominate on a daily basis. If the Company is assessed a penalty by a Customer's transporting pipeline, the Company shall have the right to pass-through all such

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~FIFTH~~ SIXTH REVISED SHEET NO.31B

**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

penalties to the Customer to the extent the Customer or Customer's agent is responsible for causing the Company to be assessed such penalties.

**CASH OUT OF MONTHLY IMBALANCES**

Any difference between the quantities delivered to the Company's city gate facilities for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. If the Customer consumes more gas than the Customer has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and will buy an amount of gas equal to the deficiency from the Company in under the applicable F-1 Rate. If the Customer consumes less gas than it has 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 by paying the Customer a price equal to the lowest Daily Index Cost of Gas, as determined from the "S&P Global Platts Gas Daily in the table titled 'Final Daily Price Survey-Platts Locations' denoted in the column labeled 'Midpoint' Daily Price Survey" set forth in Gas Daily published by Platts, [AH1] in the first issue of such publication following the date of the transaction, applicable surcharges and fuel on the relevant pipeline times the discount percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate:

Percentage of the Imbalance	Long Discount
Equal to or less than 10%	100%
Over 10% & equal to or less than 15%	80%
Over 15% & equal to or less than 20%	60%
Over 20 %	50%

The Weighted Index Price" shall be derived from the prices published in *Gas Daily* from the Daily Price Survey.

Southern Natural , La	X	<del>37</del> <u>43</u> %
	+	
Tennessee, zone 0	X	<del>17</del> <u>15</u> %
	+	
Tennessee, La, 500 Leg	X	<del>24</del> <u>20</u> %
	+	
Tennessee, La, 800 Leg	X	<del>20</del> <u>24</u> %
	[AH2]	

The Company will collect gross receipt tax on the incremental gross gas related charges.

Any difference between the actual cost of gas incurred by the Company and the Index prices defined above will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA-TPUC~~ Administrative Rule 1220-4-7. Increments or decrements which may result for the PGA will not apply to the cash-out mechanism.

**LIMITING AND CURTAILING GAS SERVICE**

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

Transportation Service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

**RATE SCHEDULE T-2 (Continued)**  
**Interruptible Transportation Service With**  
**Firm Gas Supply Backup**

**SPECIAL TERMS AND CONDITIONS**

This schedule is subject to interruption on one-half-hour's notice given by the Company by telephone or otherwise. The Company will curtail transportation gas service to the Customers under this schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

Customer shall immediately discontinue the use of transportation gas service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the ~~average daily highest~~ index price at pipeline receipt points used by the Company on curtailment or daily balancing days ~~plus \$5.00 per Dth~~ and all applicable pipeline and/or gas supplier penalties and/or charges ~~because that are the result of~~ the Customer's failure to comply with a curtailment order or daily balancing order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

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C

The payment of a charge for unauthorized over-run 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 Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of interruptible gas deliveries in whole or in part under this schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~ TPUC Administrative Rule 1220-4-7.

C

**GENERAL TERMS AND CONDITIONS**

Transportation service hereunder shall be subject to the company's rules and regulations as filed with the Tennessee ~~regulatory authority~~ Public Utility Commission. The effectiveness of this tariff sheet will terminate should it be determined by the Tennessee ~~regulatory authority~~ Public Utility Commission that the

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CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

SECOND REVISED SHEET NO.31C

limiting provisions contained in paragraph 2 of the availability section of this rate schedule are required to be implemented.

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
~~TRA-TPUC~~ NO. 1

REVISED SHEET NO.32

**RATE SCHEDULE SF-1**

**Experimental Semi-Firm Sales Service (SFSS)**

**AVAILABILITY**

~~This Rate Schedule is a bundled sales service available to those Customers served under Chattanooga Gas Company's Interruptible Rate Schedule I-1, Interruptible Transportation Rate Schedule T-1, and/or Interruptible Transportation with Firm Supply Backup T-2, to assist such Customers with mitigating the volatility of gas costs by providing the option of using storage volumes when such volumes can be made available by the Company with no detriment to the Company's firm ratepayers.~~

~~Service under this Rate Schedule will be awarded to winning bidders for November 1 of the current year through March 31 of the following year (Heating Season). Service provided under this Rate Schedule may be interrupted on any given day contingent on the Company's ability to provide service to the Company's firm ratepayers.~~

**TITLE TO GAS**

~~All Gas dedicated to SFSS annually shall remain the property of the Company. Title to said dedicated Gas shall pass from the Company to the Customer when Gas is delivered to the Customer pursuant to the terms of this Rate Schedule.~~

**AVAILABLE VOLUMES**

~~On August 1 of each year the Company will post the total Deliverability and Reserved Volumes that will be made available to eligible Customers under this Rate Schedule for the upcoming Heating Season. In addition the Company will post acceptable minimum seasonal Deliverability and Reservation Rates that would be acceptable to the Company as well as the commodity rate that will be applied to the total aggregate Reserved Volumes upon delivery. Customers eligible to receive service under SFSS may submit bids to the Company on or before August 20. Bids must include the following: Customer's desired Maximum Daily Deliverability; the dollar value the Customer places on the requested Maximum Daily Deliverability Volume in the form of a monthly unit Maximum Daily Deliverability Rate; Customer's desired total Reserved Volume; and the dollar value the Customer places on the requested Reserved Volume during the Heating Season in the form of a monthly unit Reservation Rate. On or before August 25 the Company will evaluate all bids and award the reserved Daily Deliverability and Reserved Volumes to the bid(s) generating the highest Net Present Value (NPV). However, in no event may a Customer's total Reserved Volume exceed the Customer's average daily usage during the previous twelve months times 30 days nor the Customer's Daily Deliverability exceed the Customer's highest demand day during the previous Heating Season. If an I-1 Customer nominates SFSS service for a given day and fails to burn such amount, then such volumes will be carried over to the subsequent day.~~

~~If two or more bids generate the same NPV and the requested volumes exceed the total Daily Deliverability or total Reserved Volume available for use under this Rate Schedule, the Daily Deliverability will be allocated to the winning bidders on a pro-rata basis. On or before August 31 the winning bidders shall enter into a contract to purchase from the Company the requested and/or allocated Reserved Volume.~~

**DELIVERABILITY**

~~Service provided under this Rate Schedule on a daily basis is limited to the total remaining capacity of the Company after firm requirements are satisfied. In the event of a curtailment SFSS supply must be nominated and will be delivered as long as the Company's firm requirements are satisfied. If on any day, the Company is unable to meet the total SFSS nominations because the demand for Gas to be delivered under this Rate Schedule exceeds the Company's ability to deliver Gas using the Company's existing capacity, nominations will be confirmed based on the highest unit rate bid for the monthly Deliverability Rate. In the event~~

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TRA-TPUC NO. 1

REVISED SHEET NO.32

~~multiple bids are the same the volumes will be reduced prorate. In no event will a Customer's cumulative receipt of Gas under this Rate Schedule exceed the Customer's total Reserved Volume for the Heating Season.~~

RATE SCHEDULE SF-1(Continued)  
Experimental Semi-Firm Sales Service (SFSS)

RATES

~~These rates are in addition to the rates applicable to the Customer under Rate Schedules I-1, T-1 and or T-2. The following charges shall be billed monthly during the Heating Season:~~

D

- ~~(a) Maximum Deliverability Rate A charge per Dth applied to the Maximum Daily Deliverability that the Customer bid and the Company accepted.~~
- ~~(b) Reservation Rate A charge per Dth applied to the Reserved Volume that the Customer bid and the Company accepted.~~
- ~~(c) Supplier Demand Rate A charge per Dth for volumes delivered under this Rate Schedule during the preceding month. The purpose of this charge is to recover a proportional share of the fixed costs associated with the storage service(s) provided by the interstate pipeline company(ies) underlying this service. The charge shall be the total annual fixed costs divided by the total daily deliverability from storage divided by 151 days. All revenue collected from this charge shall be credited to the Deferred Gas Cost Account as recovered Demand Cost under the Purchased Gas Adjustment provision of the Company's tariff.~~
- ~~(d) Supplier Volumetric Rate A charge per Dth for volumes delivered under this Rate Schedule during the preceding month. The purpose of this charge is to recover the total variable interstate pipeline costs associated with providing this service, including but not limited to the FT volumetric charge, storage injection and withdrawal charges and any and all associated fuel and surcharges. Revenues collected from this charge shall be credited to the Deferred Gas Cost Account as recovered Commodity cost under the Purchased Gas Adjustment provision of the Company's tariff.~~
- ~~(e) Commodity Rate A rate per Dth for Gas delivered under this Rate Schedule during the preceding month. The rate to be applied to the Reservation Volumes will be posted on August 1 of any given year. Revenues collected from this charge shall be credited to the Deferred Gas Cost Account as recovered Commodity cost under the Purchased Gas Adjustment provision of the Company's tariff.~~
- ~~(f) Carrying Cost The monthly cost for retaining the Reserved Volumes contracted by Customer. The amount charged shall be billed monthly for the preceding months remaining reserved volumes multiplied by the Company's pretax authorized rate of return.~~

~~Payment for the Maximum Daily Deliverability Charge and the Reservation Charge shall be in five equal monthly payments due on the first of the month beginning November 1. All other charges shall be due upon presentation. Payments received after the due date shall be for an amount which shall be greater by five percent (5%) than the net billing.~~



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~~NOTIFICATION BY CUSTOMERS~~

~~Qualifying Customers that have been approved for SFSS volumes will notify the Company by fax or e-mail by 12:00 Noon prior to the effective Gas Day that they desire to use volumes available under this Rate Schedule. Customers will be notified via e-mail or fax when demand for gas volumes under this Rate Schedule are terminated or allocated due to deliverability limitations pursuant to the availability provisions of this Rate Schedule. Provision of Gas under this Rate Schedule will automatically end when the Customer has utilized the Customer's Reserved Volume for the applicable Heating Season.~~

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

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~~RATE SCHEDULE SF-1 (Continued)~~  
~~Experimental Semi-Firm Sales Service (SFSS)~~

~~VOLUME REMAINING AT MARCH 31~~

~~If a Customer does not utilize the Customer's total Reserved Volume awarded by the Company, the remaining volume as of April 1 will be transferred to the Company's system inventory.~~

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~~TRA~~-TPUC NO. 1

SECOND REVISED SHEET NO.32C

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA~~-TPUC NO. 1~~SECOND~~-~~THIRD~~ REVISED SHEET NO.33**RATE SCHEDULE T-3**  
**Low Volume Transport**TRANSPORTATION SERVICE AGREEMENT

Transportation Service provided hereunder shall be an annual service under a Transportation Service Agreement on an individual Customer basis.

AVAILABILITY

Available to commercial or industrial Customer consistently using 400 Dths on an annual basis. Service taken under this rate shall be by contract for a term of one year. Once a qualified Customer elects service under this Rate Schedule, all service will be provided under the terms and conditions of this Rate Schedule for a term extending through the following May 31. A new Customer beginning service after May 31 shall contract for a term extending through the following May 31. A Customer may elect to discontinue service under this Rate Schedule and receive service under Rate Schedule C-1 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.

MONTHLY BASE RATE

	<u>Winter</u> <u>Net Rate*</u> November-April	<u>Summer</u> <u>Net Rate*</u> May-October
<u>Customer Base Use Charge</u>	\$75.00	\$75.00
<u>Commodity Charge</u>		
First 3,000 Therms Per Month	<del>18.744</del> <u>19.837</u> ¢ Per Therm	<del>14.717</del> <u>15.810</u> ¢ Per Therm
Next 2,000 Therms Per Month	<del>17.109</del> <u>18.202</u> ¢ Per Therm	<del>11.683</del> <u>12.776</u> ¢ Per Therm
Next 10,000 Therms Per Month	<del>16.666</del> <u>17.759</u> ¢ Per Therm	<del>10.892</del> <u>11.985</u> ¢ Per Therm
Over 15,000 Therms Per Month	<del>8.623</del> <u>9.716</u> ¢ Per Therm	<del>8.623</del> <u>9.716</u> ¢ Per Therm
<u>Demand Charge</u>		
Rate Unit of Billing Demand	\$5- <del>50</del> <u>7.00</u> per Dth	\$5- <del>50</del> <u>7.00</u> per Dth

The Purchased Gas Adjustment Demand Component applicable to service under the Rate Schedule C-2, computed in accordance with ~~TRA~~-TPUC Administrative Rule 1220-4-7, shall apply to the Rate Schedule T-3 Demand Charge as set out above. Other adjustments, charges and/or credits as determined in accordance with the Tennessee ~~Regulatory Authority~~Public Utility Commission's Rules and Regulations and applicable taxes shall be added to the above rates.

\* Company's Transportation Service Rate is in addition to all other applicable Pipeline Transportation Rates and Charges.

MINIMUM BILL

The minimum monthly bill shall be the Customer Base Use as shown in the Monthly Base Rate stated above and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

PAYMENT TERMS

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

ISSUED: ~~JUNE 20, 2007~~FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~AUGUST 1, 2007~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TPA~~-TPUC NO. 1

~~SECOND~~-THIRD REVISED SHEET NO.33

DATA COLLECTION EQUIPMENT

~~Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment (includes applicable income taxes). The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance~~

M

ISSUED: ~~JUNE 20, 2007~~FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~AUGUST 1, 2007~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TAPUC NO. 1

THIRD REVISED SHEET NO.33

**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

DATA COLLECTION EQUIPMENT

Customers provided service under this Rate Schedule shall be required to pay for the cost and installation of the Data Collection equipment to measure and record the daily consumption of gas. The cost shall be adjusted by the applicable income tax gross-up factor. The Customer may elect to have the Data Collection equipment, other than the meter, installed by a qualified third party in accordance with the Company's specification. The meter installation and the connection of the data collections equipment to the meter shall be performed by the Company. ~~All~~ The Customers shall also be required to pay the cost of any power, telephone lines, or wireless facilities necessary for the operation of such equipment.

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BILLING DEMAND

Existing Premises

For existing premises, the billing demand is calculated based on historical consumption from the prior year using the following methodology:

- (a) The appropriate winter and summer periods are determined based on the Company's billing cycles. Such periods are unique for each Premise, based on its consumption pattern and available data.
- (b) The winter period is based on the billing cycle with the highest average number of heating degree days per day.
- (c) Generally, the summer period includes billing cycles for July and August. If valid data is not available for both months, one month is used. Other non-heat sensitive months may be used if July and August consumption is not representative of baseload (e.g., for gas air conditioning customers).
- (d) The consumption for the summer period is divided by the days in the period to calculate the summer daily baseload.
- (e) The summer daily baseload is multiplied by the days in the winter period to produce a winter baseload.
- (f) The winter baseload is subtracted from the total load in the winter period to isolate the heat sensitive load.
- (g) The heat sensitive load is divided by the heating degree days in the winter period to produce a heat sensitive factor.
- (h) The heat sensitive factor is multiplied by the peak day heating degree days to produce the peak heat sensitive load.
- (i) The peak heat sensitive load is added to the winter baseload to produce the initial billing demand
- (j) The initial billing demand is verified and estimation techniques are employed as necessary where actual data produces unacceptable results.

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## New Premises

For new Premises, the billing demand is estimated based upon the construction matrix prepared by the Company. The BTU rating of the gas fired equipment and the expected hours of operation on the peak day are used to calculate the Demand Unit. After each new Premises has been receiving service for one year, the Premises is no longer considered a new Premises and the billing demand will be recalculated based upon actual consumption using the billing demand calculation method for existing Premises.

ISSUED: ~~:-JUNE 20, 2007~~FEBRUARY 15, 2018—EFFECTIVE: ~~:-AUGUST 1, 2007~~SEPTEMBER 1, 2018ISSUED BY: ~~:-STEVE LINDSEY~~WENDELL DALLAS, VP

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GAS TARIFF

TRA-TPUC NO. 1

**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

**SPECIAL TERMS & CONDITIONS**

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing volumes shall be paid for by the Customer at the greater of (1.) the rate of \$15.00 per Dth or (2.) ten times the ~~average~~ daily highest index price at pipeline receipt points used by the Company on curtailment or daily balancing days ~~plus \$5.00 per Dth~~ and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

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These additional charges shall be in addition to all other charges payable under this Rate Schedule.

The payment of a charge for unauthorized or excess use shall not under any circumstances be considered as giving any such Customer the right to take unauthorized or excess volumes, or to purchase such unauthorized or excess volumes of gas on any of the Company's other rate schedules, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect Customer's obligations to adhere to the provisions of Customer's contract with the Company. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA-TPUC~~ Administrative Rule 1220-4-7.

C

**CASH OUT OF MONTHLY IMBALANCES**

Any difference between the quantities delivered to the Company's city gate facilities for the account of the Customer for the month, and the quantities consumed by the Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. If the Customer consumes more gas than the Customer has delivered to the Company, the Customer will be deemed to be "short" by the amount of the deficiency, and will buy an amount of gas equal to the deficiency from the Company in under Rate Schedule C-2. If the Customer consumes less gas than it has 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 by paying the Customer a price equal to the lowest Daily Index Cost of Gas, as determined from S&P Global Platts Gas Daily in the table titled "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" the ~~"Daily Price Survey" set forth in Gas Daily published by Platts~~, in the first issue of such publication following the date of the transaction, applicable surcharges and fuel on the relevant pipeline times the discount percentage corresponding to the percentage of the deficiency listed in the table below plus the 100% load factor FT transportation rate:

C

ISSUED: ~~JUNE 20, 2007~~ FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~AUGUST 1, 2007~~ SEPTEMBER 1, 2018



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Percentage of the Imbalance	Long Discount
Equal to or less than 10%	100%
Over 10% & equal to or less than 15%	80%
Over 15% & equal to or less than 20%	60%
Over 20 %	50%

**RATE SCHEDULE T-3 (Continued)**  
**Low Volume Transport**

The Weighted Index Price” shall be derived from the prices published in *Gas Daily* from the Daily Price Survey.

Southern Natural , La	X	<del>37</del> <u>43</u> %
	+	
Tennessee, zone 0	X	<del>15</del> <u>17</u> %
	+	
Tennessee, La, 500 Leg	X	<del>24</del> <u>20</u> %
	+	
Tennessee, La, 800 Leg	X	<del>24</del> <u>20</u> %

The Company will collect gross receipt tax on the incremental gross gas related charges.

Any difference between the actual cost of gas incurred by the Company and the Index prices defined above will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA-TPUC~~ Administrative Rule 1220-4-7. Increments or decrements which may result for the PGA will not apply to the cash-out mechanism.

C

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee Public ~~Service Authority~~Utility Commission.

C

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~Public Utility Commission

C

ISSUED: ~~JUNE 20, 2007~~FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~AUGUST 1, 2007~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
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~~TRA~~-TPUC NO. 1

FIFTH REVISED SHEET NO.34

**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service**

**AVAILABILITY**

Available for all gas service furnished to any non-Residential Customer who uses Natural Gas as an energy source for the propulsion of motor vehicles when the natural gas is delivered by Chattanooga Gas Company (Company) into facilities which compress the natural gas for such use, who contract in writing for service under this Rate Schedule.

**MONTHLY DISTRIBUTION RATE**

The Customer may elect to receive service under any non-Residential Rate Schedule, provided that the Customer would otherwise meet the requirements to be served under the provisions of the Rate Schedule elected. The rates and charges applicable to service provided under the Rate Schedule elected by the Customer shall apply to gas delivered to the facilities. Unless otherwise noted, the terms and conditions of the Rate Schedule elected shall apply. The prohibition for resale included in the Rate Schedule elected by the Customer does not apply to gas delivered into such compression facilities.

**COMPANY PROVIDED FACILITIES LOCATED ON CUSTOMER'S PREMISES**

If Chattanooga Gas Company provides and maintains, on the Customer's premises, the necessary facilities for compression and dispensing of such natural gas into motor vehicles, the following additional Facilities Charge shall apply. The provision and maintenance of the facilities does not include the dispensing of compressed natural gas into vehicles, or the provision of electricity required to operate the facility. The dispensing of compressed natural gas into vehicles, and the payment for electricity used to operate the facility, shall be the responsibility of the Customer.

**MONTHLY FACILITY CHARGE**

The Monthly Facilities Charge shall equal 1.6% multiplied by Chattanooga Gas Company's Gross Investment in facilities required to serve Customer.

As used here, Company provided facilities may include dryer(s), compressor(s), storage vessels, controls, cascades, piping, metering, dispensers, and other related facilities and components including the necessary redundancy to provide for reliable service. Gross Investment means the total installed cost of the facilities before any adjustment for accumulated depreciation, a Contribution in Aid of Construction (CIAC), etc. The 1.6% factor is subject to adjustment if the Customer makes a Contribution in Aid of Construction. The adjusted factor will be as stated in the Company's contract for service provided under this Rate Schedule.

ISSUED: ~~MARCH 6, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~MAY 1, 2013~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

~~ORIGINAL~~-REVISED SHEET NO.34A

**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

**LIMITED ACCESS FACILITIES LOCATED ON THE COMPANY'S PREMISES**

Chattanooga Gas Company may, under contract with one or more Customer(s), provide and maintain, on the Company's premises, the necessary facilities for compression and dispensing of such natural gas into motor vehicles. The Customer(s) may elect to purchase gas from the Company under any of the applicable non-Residential Rate Schedules, provided that the Customer would otherwise meet the requirements to be served under the provisions of the Rate Schedule elected. The Company, at its discretion, may allow a Customer to elect to receive service under a Transportation Rate Schedule provided that the Customer would otherwise meet the requirement to be served under the Transportation Rate Schedule elected.

In addition to the distribution and gas charges as provided under the Rate Schedule elected by the Customer, the following charges shall apply:

**MONTHLY FACILITY CHARGE**

The Monthly Facilities Charge shall be 1.6% multiplied by the Company's Gross Investment in facilities required to serve the customer.

As used here, Company provided facilities may include dryer(s), compressor(s), storage vessels, controls, cascades, piping, metering, dispensers, other related facilities and related components including the necessary redundancy to provide for reliable service, and land and land rights. Gross Investment means the total installed cost of the facilities before any adjustment for accumulated depreciation, a Contribution in Aid of Construction (CIAC), etc. The 1.6% factor is subject to adjustment if the Customer(s) makes a Contribution in Aid of Construction. If service is provided under contract to more than one Customer, the Monthly Facilities charge for each Customer shall be as stated in the contract with the individual Customers.

**ELECTRICITY**

Monthly the actual cost of the electricity used to operate the facility shall be billed to the Customer(s) in accordance with the contract with the Customer(s).

**COMPRESSED GAS DISPENSING FEE**

The Company may, under contract, operate the facility and dispense fuel on behalf of the Customer(s). If such operation and dispensing service is provided, the

ISSUED: ~~MARCH 6, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~MAY 1, 2013~~ SEPTEMBER 1, 2018

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Customer(s) will be billed for such service in accordance with the contract(s) with the Customer(s).

**RATE SCHEDULE V-1****Commercial and Industrial Natural Gas Vehicle Service (Continued)**TAX

If the Company operates the facility and dispenses fuel under contract on behalf of the Customer(s), the Company shall collect from the Customer and remit to the applicable authority any tax or fee on compressed natural gas disbursed as motor fuel.

Any service provided from a facility located on the Company's premises shall be provided at the time and under the terms and conditions as determined by the Company and specified in the contract(s) with the Customer(s).

PUBLICLY ACCESSIBLE FACILITIES LOCATED ON COMPANY'S PREMISES

If Chattanooga Gas Company provides and maintains facilities on its own premises to provide Compressed Natural Gas as motor fuel for its own use and/or provides natural gas and provide compression service to a Customer who operates the facility and uses the Compressed Natural Gas as motor fuel and/or provides Compressed Natural Gas to the general public, the following charges shall apply:

Compression Service

\$0.50 /Therm for natural gas delivered into the facility.

Distribution and Gas Cost

The rates and charges applicable to service provided under Small Commercial and Industrial General Service Rate Schedule (C-1) Rate Schedule shall apply to volumes delivered to the facility.

The collection and remittance of any federal or state tax imposed on compressed natural gas dispensed for use as motor fuel from facilities shall be the responsibility of the Customer who operates the facility.

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If the Customer who operates the facility provides service to the general public, the price of Compressed Natural Gas provided to the general public shall be at a non-regulated price as determined by the Customer.

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GAS TARIFF

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~~ORIGINAL~~-REVISED SHEET NO.34C

**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

**MINIMUM BILL**

If the Customer provides and maintains the necessary facilities, the minimum monthly bill shall be the minimum bill as provided for the Rate Schedule elected by the Customer.

If the Company provides and maintains facilities on the Customer's premises or provides a Limited Access Facility on the Company's premises, the minimum monthly charge for service shall be as provided in the Company's contract for service provided under this Rate Schedule. The contract may require any of the following or a combination of the following: a commitment to purchase service for a minimum period of time; a commitment to take-or-pay for a minimum amount of service; a contribution in aid of construction; a bond or letter of credit, or other provisions as determined appropriate by the Company.

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for service under this Rate Schedule shall be adjusted for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~ Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits including but not limited to ~~the Alignment and Usage Adjustment (AUA)~~, the WNA, and the Interruptible Margin Credit Rider as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission for service provided under the Rate Schedule elected by the Customer.

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**SPECIAL TERMS AND CONDITIONS**

The collection and remittance of any federal or state tax imposed on compressed natural gas dispensed for use as motor fuel from facilities owned by the Customer or from Company provided facilities located on the Customer's premise shall be the responsibility of the Customer.

ISSUED: ~~MARCH 6, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~MAY 1, 2013~~ SEPTEMBER 1, 2018

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If a Customer is phasing in the use of compressed natural gas as motor fuel and is acquiring and placing into service vehicles fueled by compressed natural gas over a period of years, the Monthly Facilities Charge may be phased-in over the term of the contract. However the net present value of the revenue from the phased-in Facilities Charges, discounted at the Company's authorized rate of return, shall be equal to the net present value of the revenue

**RATE SCHEDULE V-1**  
**Commercial and Industrial Natural Gas Vehicle Service (Continued)**

~~that~~ That would be generated over the term of the contract if the Monthly Facilities Charge was not phased-in. Any such phase-in shall be provided in the contract for service.

The gas supplied under any agreement is supplied by the Company and purchased by the Customer upon the express condition that the gas so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer to be used only as herein provided; and the Company shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the said gas on the Customer's premises, or elsewhere, after it passes the Company's metering equipment or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the piping or appliances of the Customer; or for any loss or damage by reason of the construction, maintenance or use of the service pipe from the entrance upon the Customer's property to the metering equipment or point of delivery, nor for the inspection of repairs thereof. The Company expressly reserves the right to include, in the contract with the Customer, provisions regarding the Company's or the Customer's liability and insurance requirements as determined appropriate by the Company.

**LIMITING AND CURTAILING GAS SERVICE**

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

**GENERAL TERMS AND CONDITIONS**

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission as well as the contractual provisions contained in the contract for service hereunder.

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CHATTANOOGA GAS COMPANY  
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~~TRA~~-TPUC NO. 1

ORIGINAL SHEET NO.35

**RATE SCHEDULE V-2**  
**Residential Natural Gas Vehicle Service**

**AVAILABILITY**

Available for all gas service furnished to any Residential Customer who uses Natural Gas as an energy source for the propulsion of motor vehicles when the natural gas is delivered by Chattanooga Gas Company (Company) into facilities which compress the natural gas for such use, who contract in writing for service under this Rate Schedule.

**MONTHLY DISTRIBUTION RATE**

The rates and charges applicable to service provided under the Residential General Service, Rate Schedule R-1 shall apply to gas delivered to the facilities. Unless otherwise noted, the terms and conditions of the Rate Schedule R-1 shall apply. For the purpose of this Rate Schedule, home fueling of a motor vehicle is classified as residential use.

**COMPANY PROVIDED FACILITIES LOCATED ON CUSTOMER'S PREMISES**

If Chattanooga Gas Company provides and maintains the necessary facilities for compression and dispensing of such natural gas into vehicles on the Customer's premises, the following additional charge shall apply. The provision and maintenance of the facilities does not include the dispensing of compressed natural gas into vehicles, or the provision of electricity required to operate the facility. The dispensing of compressed natural gas into vehicles, and the payment for electricity used to operate the facility, shall be the responsibility of the Customer.

**MONTHLY FACILITY CHARGE**

1.4% multiplied by Chattanooga Gas Company's Gross Investment in facilities required to serve the Customer.

As used here, Gross Investment means the total installed cost of the facilities before any adjustment for accumulated depreciation, a Contribution in Aid of Construction (CIAC), etc. The 1.4% factor is subject to adjustment if the Customer makes a Contribution in Aid of Construction. The adjusted factor will be as stated in the Company's contract for service provided under this Rate Schedule.

**MINIMUM BILL**

If the Customer provides and maintains the necessary facilities, the minimum monthly bill shall be the minimum bill as provided in the Residential R-1 Rate Schedule.

If the Company provides and maintains the facilities on the Customer's premises, the minimum monthly charge for service shall be as provided in the Company's contract for service provided under this Rate Schedule. The contract may require any of the following or a combination of any of the following: a commitment to purchase service for a minimum period of time; a commitment to take-or-pay for a minimum amount of service; a



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contribution in aid of construction; or other provisions as determined appropriate by the Company.

**RATE SCHEDULE V-2**  
**Residential Natural Gas Vehicle Service (Continued)**

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for service under this Rate Schedule shall be adjusted for changes in the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~ Public Utility Commission Rules and Regulations and shall be subject to other adjustments, charges and/or credits including but not limited to ~~the Alignment and Usage Adjustment (AUA)~~, the WNA, and the Interruptible Margin Credit Rider as determined to be applicable and approved by the Tennessee ~~Regulatory Authority~~ Public Utility Commission for service provided under the Residential General Service Rate Schedule R-1.

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**SPECIAL TERMS AND CONDITIONS**

The collection and remittance of any federal or state tax or fee imposed on compressed natural gas dispensed for use as motor fuel from facilities located on the Customer's premise shall be the responsibility of the Customer.

The gas supplied under any agreement is supplied by the Company and purchased by the Customer upon the express condition that the gas so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer to be used only as herein provided; and the Company shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the said gas on the Customer's premises, or elsewhere, after it passes the Company's metering equipment or other point of delivery; or for any loss or damage resulting from the presence, character or condition of the piping or appliances of the Customer; or for any loss or damage by reason of the construction, maintenance or use of the service pipe from the entrance upon the Customer's property to the metering equipment or point of delivery, nor for the inspection of repairs thereof. The Company expressly reserves the right to include, in the contract with the Customer, provisions regarding the Company's or the Customer's liability as determined appropriate by the Company.

**LIMITING AND CURTAILING GAS SERVICE**

ISSUED: ~~MARCH 6, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~MAY 1, 2013~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
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~~SIXTH~~ SEVENTH REVISED SHEET NO.37

Gas service hereunder shall be subject to the Company's Schedule for Limiting and Curtailing  
Gas Service as filed with the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

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GENERAL TERMS AND CONDITIONS

Gas service hereunder shall be subject to the Company's Rules and Regulations as filed with  
the Tennessee ~~Regulatory Authority~~ Public Utility Commission as well as the contractual  
provisions contained in the contract for service hereunder.

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## **RATE SCHEDULE SS-1**

### **Special Service**

#### **AVAILABILITY**

This Rate Schedule is available to any commercial, industrial or transportation service Customer on those occasions when Chattanooga Gas Company (Company) has gas or transportation service that it cannot sell pursuant to its Interruptible Rate Schedule I-1 or Interruptible Transportation Rate Schedule T-1. On such occasions, the gas or transportation sales would be lost to the Company and to its Customers. This Rate Schedule is designed to permit the Company to sell such gas, or transportation service at negotiated rates and for the purpose of enabling the Company to compete with alternate fuels available for use by its Customers.

Service under this Rate Schedule is available to Customers on a temporary basis within the franchised territory of the Company and who are connected to the Company's distribution system and to transportation service Customers who can be served by pipeline supplier transportation arrangements. Service may be provided under this Rate Schedule only in the event that the Company has volumes of gas or transportation service that cannot be sold under other applicable Rate Schedules of the Company because of alternate fuel competition.

#### **MONTHLY RATE**

The Customer shall pay the Company for all gas or transportation service provided under this Rate Schedule at a predetermined net rate negotiated prior to providing service.

#### **MINIMUM BILL**

The minimum bill shall be the applicable Customer Base Use Charge due under Rate Schedule I-1 or T-1 and shall be due and payable in addition to any and all other applicable charges due under this Rate Schedule.

#### **PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

#### **ALTERNATE FUEL PRICE**

In order to qualify for negotiated rates available under this Rate Schedule, the Customer shall furnish the Company with an affidavit setting forth the equivalent alternate fuel price, the quality of the alternate fuel, the quantity of the alternate fuel available at the current alternate fuel price and the period of time for which the current alternate fuel price will be effective.

#### **SPECIAL TERMS AND CONDITIONS**

When gas or transportation service is available for delivery under this Rate Schedule, the Company will always give recognition to both its own curtailment plan and those curtailment plans and requirement indexes of its pipeline suppliers to the end that available gas may reach the highest priority of service as determined from time to time by appropriate State and Federal regulatory authorities.

ISSUED: ~~MARCH 6, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~MAY 1, 2013~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

~~SIXTH~~-SEVENTH REVISED SHEET NO.37

This Rate Schedule is subject to interruption on one-half-~~hour's~~-hours' notice given by the Company by telephone or otherwise. The Company will curtail gas or transportation service to the Customers under Schedule prior to curtailment of service under any other Rate Schedule in order to prevent a shortage of gas for the use of Customers under the Company's other rate schedules.

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~~SIXTH~~SEVENTH REVISED SHEET NO.37A

**RATE SCHEDULE SS-1 (Continued)**  
**Special Service**

**SPECIAL TERMS AND CONDITIONS (Continued)**

Customer shall immediately discontinue the use of gas or transportation service, to the extent of curtailment ordered, when and as directed by the Company; and authorized representatives of the Company shall have at all times the right of ingress and egress to the Customer's premises. Upon determination by the Company that the necessity for curtailment has ceased the Company shall so notify the Customer by telephone or otherwise and the Customer shall not resume service until so notified.

In the event Customer takes daily gas deliveries in excess of Customer's daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event Customer does not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, such gas taken in excess of Customer's daily contract entitlement or such daily volumes taken in excess of curtailment or daily balancing volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the ~~average daily~~highest index price at pipeline receipt points used by the Company on curtailment or daily balancing ~~days plus \$5.00 per Dth. and~~days and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Schedule. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

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The payment of a charge for unauthorized over-run shall not under any circumstances be considered as giving any such right to take unauthorized over-run volumes, nor shall such payment be considered as a substitute for any other remedies available to Company against Customer for failure to respect its obligations to adhere to the provisions of its contract with the Company.

The curtailment of gas deliveries in whole or in part under this Rate Schedule shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~TPUC Administrative Rule 1220-4-7.

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**GENERAL TERMS AND CONDITIONS**

Service hereunder shall be subject to the Company's Rules and Regulations as filed with the Tennessee ~~Regulatory Authority~~Public Utility Commission.

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~~TRA~~-TPUC NO. 1

~~FIRST~~-SECOND REVISED SHEET NO.38

**RATE SCHEDULE TPS**

APPLICABILITY

The provisions of this Rate Schedule shall apply to brokers, marketers, and Customers intending to act as their own gas supplier, and other third party suppliers (collectively “Third Party Suppliers” or “TPS”) of natural gas that wish to either act as agents for Transportation Customers or deliver natural gas supplies to Company’s City Gate for Transportation Customers. Each Customer that elects a third party supplier must provide the Company a shipper letter designating the TPS that is to deliver gas to the Company’s system on behalf of the Customer. A Customer may designate no more than one TPS each month.

NOMINATIONS FOR SERVICE

Daily, a TPS shall provide the Company the day prior to delivery by at least 12:30 PM Eastern Standard Time an estimate of its deliveries (“nomination”) via the Company’s Electronic Bulletin Board (EBB) to meet each of their Customers’ daily requirements. The TPS shall use its best efforts to match their daily nominations to requirements for the Customers it serves. Failure to provide nominations may result in suspension of service to Customers of the offending TPS. Failure to comply with the Company’s nominating procedures may result in curtailment of third party gas deliveries or additional monthly cash-outs to their Customers. The Company reserves the right to determine eligible receipt point(s) for an individual transportation customer based on the relationship between a given receipt point and the customer’s meter location, require daily balancing, and shall have the right to curtail service to ensure deliveries on a uniform basis and to correct any imbalances. The Company shall show the reason for any such requirement for daily balancing or curtailments of service upon request of any affected Customer or any regulatory agency. The Company will provide the TPS in all instances with notice that daily balancing will be imposed by posting such daily balancing alerts to its EBB. The Company shall provide such notice as soon as reasonably practicable. It shall be the responsibility of the TPS to notify its Customers of the alert and the supply available to each facility served by the TPS. In the event a Customer delivers to an ineligible receipt point(s) or a receipt point(s) not identified as eligible by the Company, the Customer will be charged the rate of \$50.00 per Dth and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer’s failure to comply with deliveries to the receipt point(s) as directed by the Company.

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In making nominations the TPS shall provide the following:

- (1) The Customer for whom the nomination is being made.
- (2) The pipeline company and the pipeline transportation contract identifiers under which gas deliveries will be made to the Company’s distribution system.
- (3) The daily quantity of gas, expressed in MMBTU (Dekatherms), to be tendered at each receipt point.
- (4) Maintain connectivity to the Company’s EBB at all times in order to receive communication from Company at any and all times.
- (5) The name, address, and telephone number of a contact person that is available to receive communication from Company at any and all times and upon whose written and oral communications Company may exclusively rely.
- (6) Any additional information as may be required by the Company in order to perform its functions as a Delivery Point Operator on the pipeline transportation system.

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SECOND REVISED SHEET NO.-38 A

### RATE SCHEDULE TPS (continued)

If Customer's TPS fails to comply with provisions 1 through 6 above, the Company may elect not to schedule the commencement of service or allow the TPS's Customers to participate in Monthly Imbalance Trading. The Company shall, as soon as reasonably practicable, provide notice to the Customers of such a TPS of the TPS' failure to comply with these provisions that result in the Company not scheduling service or the prohibition of the Customers' participation in Monthly Imbalance Trading. Customers whose designated TPS is prohibited from scheduling service may receive service and purchase gas from the Company under the applicable corresponding Rate Schedule for the remainder of the month. Beginning with the next month the Customer must notify the Company that the Customer will act as its own gas supplier, or designate another TPS

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### INDEMNIFICATION

As between the Company and TPS, TPS warrants that it has clear title to any gas delivered into the Company's system, and TPS shall be deemed to be in exclusive control and possession of gas prior to its delivery into the Company's system for redelivery to Customer. TPS agrees to indemnify, defend and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries to the City Gate on behalf of a transporting Customer.

### DAILY AND MONTHLY CONTRACT BALANCING

All TPS Customers will automatically be placed in a non-discriminatory monthly balancing pool. The Company will aggregate the deliveries and receipts of gas of all TPS Customers participating in the pool for the purpose of determining whether imbalance premiums as set forth in the applicable Rate Schedule will apply. In the event that charges are nonetheless assessed to certain TPSs, such charges will be no greater than the charges that otherwise would have been assessed if the Company did not have a monthly balancing pool.

#### a) Daily Balancing

The Company reserves the right to require daily balancing on any day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons.

The Company will provide the TPS in all instances notice that daily balancing will be imposed. It is the responsibility of the TPS to notify its Customers that daily balancing is in effect or that the Customer must comply with a curtailment order as directed by the Company.

In the event that daily balancing is imposed in accordance with this section, TPSs shall be required to notify their Customers that daily balancing is in effect, and that if a Customer takes daily gas deliveries in excess of the Customers' daily contract entitlement where such consumption is measured and recorded on a daily basis, or in the event any of TPS's Customers do not comply with a curtailment or daily balancing order as directed by the Company and takes gas in excess of the daily volume allowed by the Company in the curtailment or daily balancing order, in accordance with the provisions of the Rate Schedule under which the Customer is served, such daily volumes taken in excess of ~~curtailment~~ curtailment or daily balancing order volumes shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the ~~highest average daily~~ index at pipeline receipt points used by the Company on curtailment or daily balancing days ~~plus \$5.00 per Dth~~ and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment or daily balancing order as directed by the Company. These charges shall be in addition to all other charges payable by the Customer under the Rate Schedule under which service is provided. The payment of a charge for gas taken in excess of the daily volume allowed by the curtailment order shall not under any circumstances be considered

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ISSUED: ~~FEBRUARY~~ FEBRUARY 15, 2018

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
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~~TRA-TPUC~~ NO.1

SECOND REVISED SHEET NO. 38 A

as giving any such TPS Customer the right to take over-run gas, nor shall such payment be considered as a substitute for any other remedies available to Company against the TPS Customer for failure to respect its obligations to

ISSUED: ~~FEBRUARY~~ FEBRUARY 15, 2018

ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018



CHATTANOOGA GAS COMPANY  
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adhere to the provisions of its contract with the Company. If the Customer has gas delivered in excess of a daily balancing order volumes, all applicable pipeline and/or gas supplier penalties and/or charges that result from the Customer's failure to comply with the daily balancing order as directed by the Company shall be billed to the Customer.

If the Company determines that deliveries in excess of the gas consumed by the Customer are beneficial to the systems operation, the Company may waive the "long discounts" as specified in the Rate Schedule under which the customer is served.

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers are served.

The curtailment of interruptible gas deliveries in whole or in part in compliance with the interruption provisions of the Rate Schedule under which the Customer receives service shall not be the basis for claims against the Company for any damages sustained by the Customers. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA~~TPUC Administrative Rule 1220-4-7.

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b) Monthly Imbalance Trading

Any difference between the quantities delivered to the Company's City Gate facilities for the account of a TPS Customer for the month, and the quantities consumed by the TPS Customer as metered for the month, shall be the monthly imbalance. This imbalance shall be resolved monthly by "cashing out" the imbalance as it is known at that time. If a TPS Customer consumes more gas than it has delivered to the Company, the TPS's Customer will be deemed to be "short" by the amount of the deficiency and will buy an amount of gas equal to the deficiency from the Company. If the TPS's Customer consumes less gas than it has delivered to the Company, the TPS's Customer will be deemed to be "long" by the amount of the surplus, and the Company will buy the amount of the surplus by paying the Customer a price in accordance with the provisions of this tariff under the Rate Schedule in the Customer receives service. Within two business days after the end of the month the Company shall inform participating TPSs of their Customers' respective monthly cash out position. From three to five business days after the end of the month the Customer imbalances may be traded. At the end of the fifth business day the TPSs who have agreed to trades on behalf of Customers shall notify the Company of their trades through the Company's EBB. Nonetheless, TPSs trading imbalances will, have to set their own prices or methods by which over or under balances will be traded among individual Customers.

STANDARDS OF CONDUCT

In addition to the above terms and conditions, TPS and TPS Customers must agree to comply with any standards of conduct or other requirements set forth by the ~~TRA~~TPUC.

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CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~FIRST~~ SECOND REVISED SHEET NO 39EDGS-1Economic Development Gas ServiceAVAILABILITY

Service under this Schedule is available, in conjunction with other applicable Commercial or Industrial rate schedule, to any qualifying person that meets the eligibility requirements.

SPECIAL TERMS AND CONDITIONS

To receive service under this Rate Schedule, the customer's written application to the Company shall include sufficient information to permit the Company to determine the customer's eligibility

Eligibility Requirements: A qualifying person must intend to become a new customer with the intent to utilize natural gas to provide significant economic development or environmental benefits within the State of Tennessee or in a manner that increases system utilization; be an existing customer that materially expands its use of natural gas, that provides significant environmental or economic development benefits within the State, or that increases system utilization; or be a new or existing customer that meets other criteria as determined appropriate by the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

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Significant Economic Benefit: Customers must intend to: create new jobs or avoid potential job reductions in the State; be identified as a prospect by the Tennessee Department of Economic and Community Development or applicable county or municipal economic development entity; or otherwise provide material benefits in the areas' economic development.

Significant Environmental Benefit: Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measureable benefits to improve Tennessee's environment.

Qualifying Volumes: To be eligible for service under this rate schedule a new customer must contract to purchase and/or transport at least 1,000 Dth annually. An existing customer must contract to purchase and/or transport of at least 1,000 Dth of additional gas annually. The increase in the volume of gas purchased or transported shall result from an increase in business activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's opinion an abnormal period has occurred as a result of a strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the customer for service under this rate schedule, the Company shall adjust the customer's consumption to eliminate any abnormal condition. The Company, through use of historical data shall determine the base annual consumption for existing customers. Volumes in excess of the base annual consumption shall be used to evaluate the eligibility of the customer to receive service under this rate schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this Rate Schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this Rate Schedule

The existing facilities of the Company must be adequate in the judgment of the Company to supply the new or expanded natural gas requirements. If construction of new or expanded local facilities by the Company is required, the customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the customer's request for service and determine the necessity of a Contribution in Aid of Construction for facilities based on the Non-Residential Main and Service Extension provision of the Company's filed tariff.

The customer must execute a contract for service under this tariff for a minimum of 5 years.

ISSUED: ~~May 28, 2010~~ FEBRUARY 15, 2018ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VPEFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
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~~FIRST~~ SECOND REVISED SHEET NO 39

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.

ISSUED: ~~May 28, 2010~~ FEBRUARY 15, 2018

ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA~~-TPUC NO.1~~ORIGINAL~~-REVISED SHEET NO. 39A**EDGS-1**  
**Economic Development Gas Service**  
**(Continued)**

The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled the usage requirement to be eligible for service under this rate schedule. If, on an annual basis, the customer fails to fulfill the usage requirement for service under this tariff future service may be provided under the companion rate schedule that would otherwise apply.

**CUSTOMER CHARGE**

A full monthly customer charge per meter as provided under applicable companion tariff is payable regardless of the usage of gas.

**MONTHLY RATE**

The non-gas charges that would be billed in accordance with the companion rate schedule that would otherwise apply to the qualifying volumes if service was not providing under this rate schedule shall be multiplied by the following Adjustment Factors to determine the monthly bill related to the qualifying volumes. For a new customer the factor will be applied to the charges for the total volume delivered. For an existing customer, the factor will be applied to the charges applicable to the volume in excess of the base annual volumes. For monthly billing purposes, 1/12<sup>th</sup> of the base annual volume shall be deducted from actual measured consumption to determine the volume eligible for the discounted factor. The factor will not be applied to the monthly customer charge.

Contract Year	Billing Months	Adjustment Factor	Discount from Companion Rate Schedule
1	1 <sup>st</sup> through 12 <sup>th</sup>	60%	40%
2	13 <sup>th</sup> through 24 <sup>th</sup>	70%	30%
3	25 <sup>th</sup> through 36 <sup>th</sup>	80%	20%
4	37 <sup>th</sup> through 48 <sup>th</sup>	90%	10%
	Beyond the 48 <sup>th</sup> Month	100%	

A new customer may elect to begin service under this rate schedule on the first month service is provided or may elect to delay service under this rate schedule for up to twelve months and purchase service under the companion rate schedule that would otherwise apply until the election is effective.

If the volume of gas purchased or transported in a contract year is less than the volume specified in the contract, the difference in the actual volume and the volume specified in the contract shall be deemed a volume deficiency. For any volume deficiency, the customer shall be billed an amount equal to the non gas volumetric charge that would have been billed for the delivery of the volume equal to the deficiency. The bill shall be computed in accordance with the companion rate schedule that would otherwise apply subject to the discount provided under this rate schedule.

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**EDGS-1**  
**Economic Development Gas Service**  
**(Continued)**

**PAYMENT TERMS**

All bills for service are due upon presentation. The stated net amount shown on the bill shall apply if payment is received on or before the date as specified on the bill. Payments received after that date shall be for an amount which shall be greater by five percent (5%) than the net billing.

**BILLING ADJUSTMENTS**

Bills for gas service hereunder shall be subject to adjustment for the applicable taxes, fees, and the cost of purchased gas in accordance with Purchased Gas Adjustment (PGA) Docket No. G86-1 of the Tennessee ~~Regulatory Authority~~Public Utility Commission Rules and Regulations, and shall be subject to other adjustments, charges and/or credits as determined to be applicable to the companion rate schedule under which the customer would otherwise be served. The adjustment factor provided under this rate schedule will not be applied to the PGA and other adjustments factors.

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ISSUED: ~~MAY 28, 2010~~ FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
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TRA-TPUC NO. 1

~~FIFTH~~SIXTH REVISED SHEET NO.45RATE SCHEDULE BBS – 1  
Budget Billing ServiceAVAILABILITY

Available to any Residential or Firm Commercial Customer. The Customer's gas account must be current when joining the Budget Billing plan.

GENERAL TERMS AND CONDITIONS

Customer Notification and Application Forms will be mailed in July of each year.

The used-to-date amount consists of the total to date of the Customer's gas bills that the Customer would have incurred from the beginning of the budget plan had the Customer not been on the Budget Billing plan.

The paid-to-date amount consists of all payments to date by the Customer toward the Budget Billing plan from the beginning of the budget plan.

The budget year begins with the September billing and continues throughout the following August. The monthly budget payment amount is determined from the premise's Annual Base. The Annual Base is an actual or calculated dollar amount of the yearly gas usage for the premise. For new Customers who begin the plan in September, the Annual Base is divided by 11.5 to determine the monthly budget installment amount.

Customers may join the plan at any time during the budget year. Budget installments will be determined from the number of months remaining until the end of the budget year.

The minimum monthly budget installment amount is \$5.00. The plan is renewed automatically each year. The Customer may cancel the Budget Billing Agreement at any time upon making a request to return to Regular Billing status.

If the account is past-due and the used-to-date amount exceeds the paid-to-date amount, the account may be removed from the budget plan at the company's option.

BILLING ADJUSTMENTS

Budget Billing accounts are reviewed four times a year. These reviews occur in November, February, May, and August. The monthly installment amount may change with each review. An account will not be reviewed in November or May if the budget plan has been in effect less than two months.

In November, the monthly installment amount will be recalculated if the used-to-date and the billed-to-date amounts differ by more than one monthly budget bill installment. The recalculated amount will be determined as follows. The amounts from the previous year's December through August bills are added to the November difference between the used-to-date and billed-to-date amounts. The total amount is divided by 8.5. If the difference between the current budget installment and the recalculated amount is greater than 35% of the current budget installment, the recalculated amount becomes effective in December.

In February, all Budget Billing accounts will be recalculated. The recalculated amount will be determined as follows. The amounts from the previous year's March through August bills are added to the February difference between the used-to-date and billed-to-date amounts. The total amount is divided by 5.5. When the current budget amount is \$50.00 or greater and the difference between the current and the recalculated amount is greater than \$5.00, then the recalculated amount becomes effective in March. When the current

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 -EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

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~~FIFTH~~SIXTH REVISED SHEET NO.45

budget amount is less than ~~an~~ \$50.00 and the difference in the current and recalculated amounts is greater than 10% of the current amount, then the recalculated amount becomes effective in March.

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 -EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
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FIFTH REVISED SHEET NO.45A

**RATE SCHEDULE BBS-1 (Continued)**  
Budget Billing Service

In May, the monthly installment amount will be adjusted if the used-to-date and the billed-to-date amounts differ by more than two monthly budget bill installments. The recalculated amount will be determined as follows. The amounts from the previous year's June through August bills are added to the May difference between the used-to-date and billed-to-date amounts. The total amount is divided by three (3). If the difference between the current budget installment and the recalculated amount is greater than 35% of the current budget installment, the recalculated amount becomes effective in June.

When Customers sign up for the Budget Payment Plan, they may choose to have their excess credits (difference), if any, rolled into the budget amount for next year or they may choose to settle the account at the end of the budget year.

Each Customer who elects the refund option will receive a refund if the difference between the used-to-date and billed-to-date amounts at the end of the budget year is a credit of \$25.00 or greater. A credit balance of less than \$25.00 will be refunded at the request of the Customer. If the difference is a debit, the difference will be billed to the Customer in August.

If the Customer elects the rollover option, a difference of \$12.00 or greater (debit or credit) will be rolled into the new budget year calculations. A difference of less than \$12.00 (debit or credit) will be billed as an adjustment to the regular August installment



CHATTANOOGA GAS COMPANY  
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~~TRA-TPUC~~ NO. 1

~~TENTH~~ELEVENTH REVISED SHEET NO 48

**INTERRUPTIBLE MARGIN CREDIT RIDER**

**APPLICABILITY**

This Rider shall apply to and become part of each of Chattanooga Gas Company's (Company's) Rate Schedules under which gas is sold on a firm basis (hereinafter referred to as "Firm Schedule").

**INTENT AND APPLICATION**

This Interruptible Margin Credit Rider is intended to authorize the Company to recover ninety percent (90%) of the gross profit margin losses that result from rates negotiated under the provisions of Special Service Rate Schedule SS-1 or from Customers who switch to alternate fuels where the Company is unable to meet alternate fuel competition.

This Interruptible Margin Credit Rider is also intended to authorize the Company to recover not more than fifty percent (50%) of the gross profit margin that results from transactions with non-jurisdictional Customers that rely on the Company's gas supply assets (all such transactions including off-system sales) should such transactions be made by the Company. The Company shall also recover through this -Rider -other costs authorized by the ~~Authority~~Commission.

C

**DETERMINATION OF GROSS PROFIT MARGIN LOSSES**

The gross profit margin loss shall be calculated as ninety percent (90%) of the difference between the Test-Year Targeted Rate Margin as determined in the Company's most recent rate case order of the ~~Authority~~Commission and the Actual Negotiated Rate Margin.

C

Any amount of gross profit margin losses shall be recovered from the firm commodity component of gas costs as determined under the presently effective Purchased Gas Adjustment Provision.

**FILING WITH THE ~~AUTHORITY~~ COMMISSION**

C

Annually the Company shall file a report of the negotiated rate gross profit margin loss and the gross profit margin from transactions with non-jurisdictional Customers for the accounting/recovery period which shall correspond with the Company's Fiscal Year, or if the Company has an asset management agreement, the accounting/recovery period may be modified to coincide with the contract year of the agreement or, for just cause, with another appropriate accounting/recovery period.

The Company shall charge all authorized negotiated rate gross profit margin losses to the "Deferred Gas Cost" account in accordance with Section III.C. of the ~~Authority~~Commission's PGA Docket No. G86-1 and shall file the supplemental sheets required by this Rule showing the calculation of the margin losses unless modified and approved by the ~~Authority~~Commission upon showing good cause.

C

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~~SECOND-THIRD~~ REVISED SHEET NO 49

## WEATHER NORMALIZATION ADJUSTMENT

### (WNA) RIDER

#### PROVISION FOR ADJUSTMENT

The base rate per ~~CCF~~/therm (100,000 Btu) for gas service set forth in any rate schedules utilized by the ~~Authority~~ Commission in determining normalized test period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment."

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#### DEFINITIONS

For Purpose of this Rider:

"~~Authority~~ Commission" means the Tennessee ~~Regulatory Authority~~ Public Utility Commission.

C

"Relevant Rate Order" means the final order of the ~~Authority~~ Commission in the most recent ~~litigated~~-rate case of Chattanooga Gas Company (Company) fixing the rates of the Company or the most recent final order of the ~~Authority~~ Commission Specifically prescribing or fixing the factors and procedures to be used in the application of this Rider.

C

#### COMPUTATION OF WEATHER NORMALIZATION ADJUSTMENT

The Weather Normalization Adjustment shall be computed to the nearest one-hundredth cent per ~~CCF~~/therm by the following formula:

$$WNA_i = R_i \frac{HSF_i(NDD-ADD)}{(BL_i + (HSF_i \times ADD))}$$

Where

- |                  |   |   |
|------------------|---|---|
| i                | = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification  |   |
| WNA <sub>i</sub> | = Weather Normalization Adjustment Factor for the i th Rate Schedule or classification expressed in cents per <del>CCF</del> /therm   | C |
| R <sub>i</sub>   | = weighted average base rate (base rate less any embedded gas cost) of temperature sensitive sales for the i th schedule or classification utilized by the <del>Authority</del> <u>Commission</u> in the Relevant Rate Order for the purpose of determining normalized test year revenues | C |
| HSF <sub>i</sub> | = heat sensitive factor for the i th schedule or classification utilized by the <del>Authority</del> <u>Commission</u> in the Relevant Rate Order for the purpose of determining normalized test year revenues  | C |
| NDD              | = normal billing cycle heating degree days utilized by the <del>Authority</del> <u>Commission</u> in the Relevant Rate Order for the purpose of determining normalized test year revenues   | C |
| ADD              | = actual billing cycle heating degree days  |   |
| BL <sub>i</sub>  | = base load sales for the i th schedule or classification utilized by the <del>Authority</del> <u>Commission</u> in the Relevant Rate Order for the purpose of determining normalized test year revenues  | C |

#### FILING WITH ~~AUTHORITY~~ COMMISSION

ISSUED: ~~OCTOBER 11, 2004~~ FEBRUARY 15, 2018 — EFFECTIVE: ~~OCTOBER 1, 2004~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
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The Company will file as directed by the ~~Authority~~ Commission (a) a copy of each computation of the Weather Normalization Adjustment, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, and (c) a schedule showing the factors or values derived from the Relevant Rate Order used in calculating such Weather Normalization Adjustment.

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## WEATHER NORMALIZATION ADJUSTMENT

## (WNA) RIDER COMPONENTS

<u>RATE SCHEDULE</u>	<u>WEIGHTED BASE RATE (\$THERM)</u>	<u>HEAT SENSITIVE FACTOR - HSF (THERM)</u>	<u>BASE LOAD - BL (THERM)</u>
<u>R-1 RESIDENTIAL</u> <u>Winter(November-<del>Apr</del>April)</u>	<u>.13921</u>	<u>.167</u>	<u>10.421286</u>
<u>(R-4) MULTI-FAMILY HOUSING SERVICE</u> Winter (November - April)	<del>.217669</del> <u>26141</u>	<del>.084580</del> <u>7.068</u>	<del>14.628</del> <u>1279.97549</u> <u>8</u>
<u>C-1 COMMERCIAL AND INDUSTIRAL GENERAL SERVICE</u> <u>(Winter(November-April)</u>	<u>.22678</u>	<u>.314</u>	<u>11.187067</u>
<u>(C-2) MEDIUM COMMERCIAL AND INDUSTRIAL GENERAL SERVICE</u> Winter (November - April)	<del>.176772</del> <u>18833</u>	<del>2.5160</del> <u>2.431</u>	<del>471.807</del> <u>597.42232</u> <u>6</u>

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CHATTANOOGA GAS COMPANY  
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~~TRA-TPUC~~ NO. 1

~~SECOND-THIRD~~ REVISED SHEET NO.50

**PURCHASED GAS ADJUSTMENT PROVISION  
PURSUANT TO RULE 1220-4-7 OF  
THE TENNESSEE ~~REGULATORY AUTHORITY~~ PUBLIC UTILITY COMMISSION  
RULES AND REGULATIONS**

C

I. GENERAL PROVISIONS

- A. This Purchased Gas Adjustment (PGA) Rider is intended to permit the Company to recover, in a timely fashion, the total cost of gas purchased for delivery to its Customers and to assure that the Company does not over-collect or under-collect Gas Costs from its Customers.
- B. This Rider is intended to apply to all Gas Costs incurred in connection with the purchase, transportation and/or storage of gas purchased for general system supply, including, but not limited to, natural gas purchased from interstate pipeline transmission companies, producers, brokers, marketers, associations, intrastate pipeline transmission companies, joint ventures, providers of liquefied natural gas (LNG), liquefied petroleum gas (LPG), substitute, supplemental or synthetic natural gas (SNG), and other hydrocarbons used as feed-stock, other distribution companies and end-users, whether or not the Gas Costs are regulated by the Federal Energy ~~Regulatory Authority~~ Public Utility Commission and whether or not the provider of the gas, transportation or storage is affiliated with the Company.
- C. To the extent practicable, any revision in the PGA shall be filed with the ~~Authority~~ Commission no less than thirty (30) days in advance of the proposed effective date and shall be accompanied by the computations and information required by this Rider. It is recognized, however, that in many instances the Company receives less than 30 days notice from its Suppliers and that other conditions may exist which may prevent the Company from providing 30 days advance notice. Therefore, should circumstances occur where information necessary for the determination of an adjustment under this Rider is not available to the Company so that the thirty (30) days requirement may be met, the Company may, upon good cause shown, be permitted to place such rates into effect with shorter advance notice.
- D. The rates for gas service set forth in all of the Rate Schedules of the Company shall be adjusted pursuant to the terms of the PGA, or any specified portion of the PGA as determined by individual Rate Schedule(s).
- E. No provision of this Rider shall supersede any provision of a Special Contract approved by the ~~Authority~~ Commission.

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II. DEFINITIONS

- A. “**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, gas inventory charges, minimum bill charges, minimum take charges, take-or-pay charges and take-and-pay charges (except as provided below), storage charges, service fees and transportation charges and any other similar charges which are paid by the Company to its gas suppliers in connection with the purchase, storage or transportation of gas for the Company's system supply.
- B. ~~“Fixed”~~ **“Fixed Gas Costs”** shall mean all Gas Costs based on the Company's right to demand gas or transportation on a daily or seasonal peak; but unless otherwise ordered by the Authority, shall not include other charges paid for gas reserve dedication (e.g., reservation fees and gas inventory

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charges), minimum bill charges, minimum take charges, over-run charges, emergency gas charges, take-or-pay charges or take-and-pay charges (all of which shall be considered commodity costs).

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**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

- C. ~~“Gas”~~**“Gas Charge Adjustment”** shall mean the per unit amount billed by the Company to its Customers solely for Gas Costs. The Gas Charge Adjustment shall be separately stated for firm Customers and for non-firm Customers.
- D. ~~“Suppliers”~~**“Suppliers”** shall mean any person or entity, including affiliates of the Company, who locates, purchases, sells, stores and/or transports natural gas or its equivalent for or on behalf of the Company. Suppliers may include, but not be limited to, interstate pipeline transmission companies, producers, brokers, marketers, associations, intrastate pipeline transmission companies, joint ventures, providers of LNG, LPG, SNG, and other hydrocarbons used as feed-stock, other distribution companies and end-users.
- E. **“Computation Period”** shall mean the twelve (12) month period utilized to compute Gas Costs. Such period shall be the twelve (12) month period ending on the last day of a month which is no more than 62 days prior to the filing date of a PGA.
- F. **“Demand Billing Determinants”** shall mean the annualized volumes for which the Company has contracted with Suppliers as of the first day of the Filing Month.
- G. **“Commodity Billing Determinants”** shall mean the total metered throughput, regardless of source, during the Computation Period, adjusted for known and measurable changes. Should the Company expect to purchase commodity gas from several Suppliers, the Company shall allocate to each supplier a percentage of the total metered throughput, regardless of source, during the Computation Period, adjusted for known and measurable changes. The percentage used to allocate among Suppliers shall be based on historical takes during the Computation Period, if appropriate; otherwise it shall be based upon the best estimate of the Company.
- H. **“Filing Month”** shall mean the month in which a proposed revision is to become effective.

III. COMPUTATION AND APPLICATION OF THE PGA

The PGA shall consist of three major components: (1) the Gas Charge Adjustment; (2) the Refund Adjustment; and (3) the Actual Cost Adjustment (ACA).

A. Computation of Gas Charge Adjustment.

The Company shall compute the jurisdictional Gas Charge Adjustment at such time that the Company determines that there is a significant change in its Gas Costs.

1. **Formulas.** The following formulas shall be used to compute the Gas Charge

$$\text{Firm GCA} = \left[ \left( \frac{D+DACA}{SF} \right) - DB \right] + \left[ \left( \frac{P+T+SR+DACA}{ST} \right) - CB \right]$$

$$\text{Non -Firm GCA} = \left( \frac{P+T+SR+DACA}{ST} \right) - CB$$

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~~SECOND~~THIRD REVISED SHEET NO.50B

**PURCHASED GAS ADJUSTMENT PROVISION  
(Continued)**

**2. Definitions of Formula Components.**

GCA	=	The Gas Charge Adjustment in dollars per <del>CCF</del> /Therm, rounded to no more than five decimal places.	C
D	=	The sum of all fixed Gas Costs.	
DACA	=	The demand portion of the ACA.	
P	=	The sum of all commodity/gas charges.	
T	=	The sum of all transportation charges.	
SR	=	The sum of all FERC approved surcharges.	
CACA	=	The commodity portion of the ACA.	
DB	=	The per unit rate of demand costs or other fixed charges included in base rates in the most recently completed general rate case (which may be zero if the Company so elects and the <del>Authority</del> <u>Commission</u> so approves).	C
CB	=	The per unit rate of variable Gas Costs included in base rates in the most recently completed general rate case (which may be zero if the Company so elects and the <del>Authority</del> <u>Commission</u> so approves).	C
SF	=	Firm sales.	
ST	=	Total sales.	

**3. Determination of Factors for Gas Charge Adjustment.**

**a. Demand Charges (Factor D)**

All fixed Gas Costs that do not vary with the amount of gas purchased or transported, including, but not limited to, the product resulting from the multiplication of (1) the respective Demand Billing Determinants by (2) the demand rates effective the first day of the Filing Month and (3) any fixed storage charges.

**b. Demand Actual Cost Adjustment (Factor DACA)**

See Subsection C of Section III.

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**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

- c. **Purchased Commodity Charges (Factor P)**  
All commodity or other variable gas costs associated with the amount of gas purchased or transported including, but not limited to, the product resulting from the multiplication of (1) the respective Commodity Billing Determinants by (2) the respective supplier's commodity/gas rate which are known, or if not known which are reasonably anticipated, to be in effect on the first day of the Filing Month.
- d. **Transportation Charge (Factor T)**  
The transportation charges actually invoiced to the Company during the Computation Period or expected to be invoiced to the Company during the current period.
- e. **FERC Approved Surcharges (Factor SR)**  
The sum of all FERC approved surcharges, including gas inventory charges or its equivalent, actually invoiced or expected to be invoiced to the Company during the Computation Period or to be effective the first day of the Filing Month by respective Suppliers.
- f. **Annual Cost Adjustment (Factor ACA)**  
See Subsection C of Section III.
- g. **Firm Sales (Factor SF)**  
Total volumes billed to the Company's firm Customers during the Computation Period, regardless of source, adjusted for known and measurable changes.
- h. **Total Sales (Factor ST)**  
Total volumes billed to all the Company's Customers during the Computation Period, regardless of source, adjusted for known measurable changes.

**4. Modification of Formulas.**

The formulas set forth above are not designed for use with two-part demand/commodity rate schedules; therefore, the formulas may be modified for use with such rate schedules. In addition, the formulas may be modified from time to time to carry out the intent of this PGA Rider. Any amendment to the formulas shall be effective on the proposed effective date of the amendment unless the ~~Authority~~ Commission shall act to suspend the proposed amendment within thirty days after the filing of the proposed amendment, in which case the proposed amendment shall be subject to notice and hearing.

C



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~~TRA-TPUC~~ NO. 1

~~THIRD~~ FOURTH REVISED SHEET NO.50D

**PURCHASED GAS ADJUSTMENT PROVISION**

**(Continued)**

**5. Filing with the ~~Authority~~ Commission.**

C

The computation of the Gas Charge Adjustment shall be filed in accordance with the notice requirements specified in Subsection C of Section I of this Rider, and shall remain in effect until a revised Gas Charge Adjustment is computed and filed pursuant to this Rider.

The Company shall file with the ~~Authority~~ Commission a transmittal letter, an exhibit showing the computation of the Gas Charge Adjustment, a PGA tariff sheet, and any applicable revised tariff sheets issued by Suppliers.

C

The transmittal letter shall state the PGA tariff sheet number, the service area(s), the primary reasons for revision, and the effective date.

If the Company proposes to recover any Gas Costs relating to (1) any payments to an affiliate or (2) any payments to a non-affiliate for emergency gas, over-run charges, take-or-pay charges, and take-and-pay charges (except as provided below) or (3) the payment of any demand or fixed charges in connection with an increase in contract demand, the Company must file with the ~~Authority~~ Commission a statement setting forth the reasons why such charges were incurred and sufficient information to permit the ~~Authority~~ Commission to determine if such payments were prudently made under the conditions which existed at the time the purchase decisions were made.

C

Any filing of a rate change under this Rider shall be effective on the proposed effective date unless the ~~Authority~~ Commission shall act to suspend the proposed change within thirty days after the filing, in which case the filing shall be subject to notice and hearing.

C

~~The recovery of pipeline take or pay charges which were the subject of Docket No. U 87-7590 shall continue to be handled under procedures approved by this Authority in that docket until such time as such procedures may be modified or amended by further order of the Authority.~~

D

**B. Refund Adjustment.**

The Refund Adjustment shall be separately stated for firm and non-firm Customers, and may be either positive or negative.

**1. Computation of Refund Adjustment**

The Company shall compute a Refund Adjustment on the last day of each calendar quarter using the following formulas:

$$\text{Firm RA} = \left( \frac{DR1-DR2}{SFR} \right) + \left( \frac{CR1-CR2+CR3+i+u}{STR} \right) - CB \quad ]$$

$$\text{Non -FirmRA} = \left( \frac{CR1-CR2+CR3+i+u}{STR} \right)$$

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~~TRA~~TPUC NO. 1

~~THIRD~~FOURTH REVISED SHEET NO.50D

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: STEVE W. LINDSEY, WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
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~~TRA~~-TPUC NO. 1

~~FOURTH~~-FIFTH REVISED SHEET NO.50E

## PURCHASED GAS ADJUSTMENT PROVISION (Continued)

### 2. Definitions of Formula Components.

RA	=	The Refund Adjustment in dollars per <del>CCF</del> /therm, rounded to no more than five decimal places
DR1	=	Demand refund not included in a currently effective Refund Adjustment, and received from Suppliers by check, wire transfer, or credit memo.
DR2	=	A demand surcharge from a Supplier not includable in the Gas Charge Adjustment, and not included in a currently effective Refund Adjustment.
CR1	=	Commodity refund not included in a currently effective Refund Adjustment, and received from Suppliers by check, wire transfer, or credit memo.
CR2	=	A commodity surcharge from a supplier not includable in the Gas Charge Adjustment, and not included in a currently effective Refund Adjustment.
CR3	=	The residual balance of an expired Refund Adjustment.
i	=	Interest on the "Refund Due Customers' Account," using the average monthly balance based on the beginning and ending monthly balances. The interest rates for each calendar quarter used to compute such interest shall be a rate equal to the arithmetic mean (to the nearest one-hundredth of one percent) of the prime rate value published in the "Federal Reserve Bulletin" or in the Federal Reserve's "Selected Interest Rates" for the 4th, 3rd, and 2nd months preceding the 1st month of the calendar quarter.
SFR	=	Firm sales as defined in the Gas Charge Adjustment computation, less sales under a transportation or negotiated rate schedule.
STR	=	Total sales as defined in the Gas Charge Adjustment computation, less sales under a transportation or negotiated rate schedule.
u	=	The actual gas cost portion of uncollectible accounts.-

### 3. Modification of Formula.

The formulas set forth above are not designed for use with two-part demand/commodity rate schedules; therefore, the formulas may be modified for use with such rate schedules. In addition, the formulas may be modified from time to time to carry out the intent of this PGA Rider. Any amendment to the formulas shall be effective on the proposed effective

ISSUED: ~~NOVEMBER 20, 2006~~ FEBRUARY 15, 2018 EFFECTIVE: ~~JANUARY 1, 2007~~ SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

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date of the amendment unless the ~~Authority~~ Commission shall act to suspend the proposed amendment within thirty days after the filing of the proposed amendment, in which case the proposed amendment shall be subject to notice and hearing.

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~~TRA-TPUC~~ NO. 1

~~SECOND-THIRD~~ REVISED SHEET NO.50F

**PURCHASED GAS ADJUSTMENT PROVISION**  
**(Continued)**

**4. Filing with the Authority.**

The computation of the Refund Adjustment shall be filed in accordance with the notice requirements specified in Subsection C of Section I this Rider, and shall remain in effect for a period of twelve (12) months or for such longer or shorter period of time as required to appropriately refund the applicable refund amount.

The Company shall file with the ~~Authority~~ Commission a transmittal letter, exhibits showing the computation of the Refund Adjustment and interest calculations, and a PGA tariff sheet. The transmittal letter shall state the PGA tariff sheet number, the service area(s), the reason for adjustment, and the effective date. Should the Company have a Gas Charge Adjustment filing to become effective the same date as a Refund Adjustment, a separate transmittal letter and PGA tariff sheet shall not be necessary.

C

**C. Actual Cost Adjustment.**

Commencing with the initial effective date of this Rider, the Company shall calculate the ACA monthly. The Company may, at its option, file monthly to include the ACA in its calculation of the Gas Charge Adjustment but shall be required to do so at least annually. The ACA shall be the difference between (1) revenues billed Customers by means of the Gas Charge Adjustment and (2) the cost of gas invoiced the Company by Suppliers plus margin loss (if allowed by order of the Authority in another docket) as reflected in the Deferred Gas Cost account. The balance of said account shall be adjusted for interest at the rate provided for the calculation of interest with respect to the Refund Adjustment. The ACA shall be segregated into demand and commodity, and shall be added to or deducted from, as appropriate, the respective demand and commodity costs included in the Gas Charge Adjustment. Supplemental sheets showing the calculations of margin losses and cost savings shall also be provided.

**D. Adjustments to Prior Period ACAs.**

In the event that circumstances warrant a correction to or restatement of a prior period ACA, such correction or restatement shall be made in accordance with the ACA calculation in effect for the time period(s) to which the correction or restatement relates. The resulting adjustment shall then be added to or deducted from the appropriate ACA in the next ensuing ACA filing with the ~~Authority~~ Commission.

C

**E. Annual Filing with the Authority.**

Each year, the Company shall file with the ~~Authority~~ Commission an annual report reflecting the transactions in the Deferred Gas Cost Account. Unless the ~~Authority~~ Commission provides written notification to the Company within 180 days, the Deferred Gas Cost Adjustment Account shall be deemed in compliance with the provisions of this Rider.

C

**IV. GAS COST ACCOUNTING**

CHATTANOOGA GAS COMPANY  
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~~SECOND~~ THIRD REVISED SHEET NO.50F

To appropriately match revenues with cost of purchased gas as contemplated under this rule, the Company shall originally record the cost of purchased gas in a "Deferred Gas Cost" account. Monthly the Company shall debit "Natural Gas Purchases" with an amount equal to ~~any gas cost component included in the Company's base tariff rates (base rate) plus~~ the PGA rate, as calculated hereunder, multiplied by the appropriate sales volumes billed to Customers. The corresponding monthly credit entry shall be made to the "Deferred Gas Cost" account.

C

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO. 1

~~FIFTH~~ SIXTH REVISED SHEET NO.51

### **CURRENT LEVEL OF APPLICABLE TAXES AND GOVERNMENT FEES**

#### **APPLICABILITY**

This Schedule shall be applicable to all Rate Schedules and to each Customer rendered gas service hereunder except for those Customers qualifying for specific exemption. A copy of the appropriate State approved exemption certificate form shall be filed with the Company in order to qualify for a State of Tennessee Sale Tax exemption.

#### **BILLING**

The taxes due under this Schedule shall be included in the monthly bill for service rendered and shall be considered as an integral part of the total monthly bill due.

#### **APPLICABLE TAXES**

##### **STATE OF TENNESSEE SALES TAX**

This Tax shall be billed as follows:

*Residential* - Tax Exempt Effective July 1, 1985

*Multi-Family Housing Service* - Billed at rate of 7%.

*Commercial and Industrial* - Billed at rate of 7% unless Customer qualifies for special 1 1/2% rate or total exemption.

#### **APPLICABLE CITY FEES**

##### **CITY OF CLEVELAND FRANCHISE TAX**

This Tax shall be billed at the rate of 5% on customer located within the City limits of Cleveland Tennessee

##### **CITY OF CHATTOOGA FRANCHISE FEE**

This Fee shall be billed to customers within the City Limits of Chattanooga Tennessee at the rate of:

3.15% \*for 2011 and 2012

4.15% \*\*for 2013 and 2014

5.15% \*\*for 2015 and beyond.

[INCOME TAX GROSS-UP FACTOR APPLICABLE TO CONTRIBUTIONS IN AID OF CONSTRUCTION 17.25%](#)

N

\* Rate change effective July 1, 2011

\*\* Rate change effective January 1

ISSUED: ~~MAY 31, 2011~~ FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JULY 1, 2011~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

~~FIFTH~~SIXTH REVISED SHEET NO.52

## SCHEDULE FOR LIMITING AND CURTAILING GAS SERVICE

### SUPPLY, CAPACITY, AND PRESSURE CURTAILMENTS

Extreme weather conditions, operating conditions, limitations on available supply and capacity, or the demands of the Company's Firm Customers may result in pressure deficiencies or otherwise affect the Company's ability to provide Interruptible service. During such times and within the areas affected, the Company will curtail service to Interruptible Customers, in a manner that minimizes the number of Interruptible Customers affected as much as practicable while maintaining reliable service to Customers served under the Company's other Rate Schedules until the situation can be alleviated. In the unlikely event that further interruption is required, the Company will proceed with curtailment in a manner that minimizes the number of Customers affected as much as practicable considering margin contribution, end use, impact on the local economy, and The Rules, Regulations, and Orders of the ~~TRA~~-TPUC and Laws of the State of Tennessee. The highest priority of end use shall be use by public housing authorities and Residential Customers followed by public schools and hospitals receiving Firm Service.

C

### SERVICE.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 of a discretionary nature 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 gas 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.

### ECONOMIC CURTAILMENT

Service to interruptible sales service Customers may be curtailed in the event that continuing such service could adversely affect the Customers being served under the Firm Sales Service Rate Schedules as the result of the interruptible PGA being below current costs.

### LIMITING FIRM GAS SERVICE

Large commercial and industrial firm gas service entitlements shall at all times be limited by contract as to annual, monthly, and daily volumes. Contract amounts as to annual, monthly, and daily volumes are subject to change by Company as supply conditions or Customer consumption patterns warrant. Any quantity of gas exceeding specified contract amounts taken by Customer without Company's advance written approval will be subject to unauthorized over-run penalty as prescribed below.



CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO.1

~~EIGHTY-NINTH~~ SIXTH SHEET NO 52 A

**SCHEDULE FOR LIMITING AND CURTAILING GAS SERVICE**

(Continued)

**UNAUTHORIZED OVER-RUN PENALTY**

If at any time a Customer exceeds specified contract entitlements or if, during any Curtailment or Daily Balancing Period, any Affected Customer takes, without Company's advance written approval, a volume of natural gas in excess of the Curtailment Period or Daily Balancing order Quantity Entitlement applicable to such Customer, said volume shall constitute unauthorized over-run volume. Such unauthorized over-run volume taken by such Customer, shall be paid for by the Customer at the greater of the rate of (1.) \$15.00 per Dth or (2.) ten times the ~~average-highest~~ daily index at pipeline receipt points used by the Company on curtailment or daily balancing days ~~plus \$5.00 per Dth~~ and all applicable pipeline and/or gas supplier penalties and/or charges because of the Customer's failure to comply with a curtailment or daily balancing order as directed by the Company. These additional charges shall be in addition to all other charges payable under this Rate Scheduler. The payment of a penalty for unauthorized over-run shall not under any circumstances be considered as giving any such Customer the right to take unauthorized over-run; nor shall such payment be considered as a substitute for any other remedies available to Company or any other Customer against the offending Customer for failure to adhere to its obligations under the provisions of this Schedule. Unauthorized over-run collections will be accounted for in the Actual Cost Adjustment in a manner consistent with ~~TRA-TPUC~~ Administrative Rule 1220-4-7.

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CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA-TPUC~~ NO.1ONE HUNDRED AND ~~TWENTY EIGHTH~~ THIRTY SECOND

REVISED SHEET NO. 53

## CURRENT LEVEL OF PURCHASED GAS ADJUSTMENT (IN DOLLARS PER DT)

## RATE TARIFF

Effective Date	<u>F-1/C-2/T-3</u> <u>Demand</u>	<u>F-1/C-2</u> <u>Commodity</u>	<u>* I-1</u> <u>Commodity</u>	<u>T-2</u> <u>Demand</u>	<u>All Other</u> <u>Commodity</u>
BASE PGA at 12/1/2014 a/:	9.0604	4.5498	4.2148	9.0604	6.6480
12/1/2014					
2/1/2015	0.0000	(0.3307)	(0.4992)	0.0000	(0.3669)
3/1/2015	0.0000	(0.2221)	(0.1367)	0.0000	(0.2240)
4/1/2015	0.0000	(0.3241)	(0.0146)	0.0000	(0.2721)
6/1/2015	0.0000	(0.3134)	(0.2835)	0.0000	(0.3535)
7/1/2015	0.0000	0.2450	0.2709	0.0000	0.2787
11/1/2015	0.0000	(0.2077)	(0.2609)	0.0000	(0.2306)
1/1/2016	0.0000	(0.4215)	(0.4581)	0.0000	(0.4373)
3/1/2016	0.0000	(0.2118)	0.0088	0.0000	(0.0358)
6/1/2016	0.0000	0.0479	0.1332	0.0000	0.4031
8/1/2016	0.0000	0.3320	0.3741	0.0000	0.3522
2/1/2017	0.0000	0.3416	0.7127	0.0000	0.3647
4/1/2017	0.0000	(0.3947)	(0.5719)	0.0000	(0.5560)
5/1/2017	0.0000	0.3654	0.3226	0.0000	0.6041
8/1/2017	(3.8272)	(0.0550)	(0.3979)	(3.8272)	(1.1630)
10/1/2017	3.1658	0.1129	0.0139	3.1658	1.3712
2/1/2018	0.0000	(0.1640)	(0.3622)	0.0000	(0.2579)
Current Cost	8.3990	3.3496	3.0660	8.3990	6.1249

## \*NOTE

The I-1 commodity rate shall also be applicable to the air conditioning rate for rate schedules R-1, R-4 and C-1.

a/ PGA rate effective December 1, 2014

b/ Effective May 2013 V-1 Does not have a separate rate for gas.

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO.1 NINETY SEVENTH REVISED SHEET NO. 55

CURRENT LEVEL OF SURCHARGES AND REFUNDING CREDITS

AMOUNT INDICATED BELOW APPLY TO THE BILLING DETERMINANTS  
OF EACH INDIVIDUAL TARIFF

CURRENT LEVEL OF SURCHARGES AND REFUND CREDITS											
AMOUNTS INDICATED BELOW APPLY TO THE BILLING DETERMINANTS OF EACH INDIVIDUAL TARIFF											
	F-1	F-1	I-1	T-2	T-3	R-1	R-4	C-1	C-2	C-2	A/C
	Commercial and Industrial Large Volume Firm Sales Service	Commercial and Industrial Large Volume Firm Sales Service	Commercial and Industrial Interruptible Sales Service	Interruptible Transportation Service With Firm Gas Supply Backup	Low Volume Transport	Residential	Multi-Family	Small Commercial and Industrial	Medium Commercial and Industrial Demand	Medium Commercial and Industrial Commodity	Residential and Commercial Air Conditioning
RATES	Demand	Commodity	Commodity	Demand	Demand	Therm	Therm	Therm	DT	Therm	Therm
Billing Unit:	DT	DT	DT	DT	DT	Therm	Therm	Therm	DT	Therm	Therm
IMCR Refund 7/1/2016*	(0.0521)	0.00000	0.00000	(0.05212)	(0.05212)	(0.02444)	(0.02444)	(0.02444)	(0.05212)	0.00000	0.00000
ACA 10-16**	(0.3332)	(0.1481)	(0.1481)	(0.3332)	(0.3332)	(0.02421)	(0.02421)	(0.02421)	(0.33320)	(0.01481)	(0.01481)
Chattanooga Franchise Adj Credit***		(0.0258)	(0.0258)			(0.0028)	(0.0028)	(0.0028)		(0.0028)	(0.0028)
Alignment and Usage Adjustment (AUA)****						(0.0058)		0.0108			
TOTAL	(1.1853)	(0.1719)	(0.1719)	(1.1853)	(1.1853)	(0.0589)	(0.0513)	(0.0407)	(1.1853)	(0.0172)	(0.0172)
	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
			I-1/T-1/T-2/T-3 Commodity Dt								
Chattanooga Franchise Adj Credit			(0.0258)								
*IMCR refund made effective July 1, 2016 and IMCR refund credit effective July 1, 2015 terminated Effective June 30, 2016 ** Effective October 1, 2016. ACA 110-14 Effective October 1, 2015 terminated September 31 ***Effective July 1, 2011 ****Effective January 1, 2017. AUA Effective August 1, 2016 terminated December 31, 2016											

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO.1

SECOND REVISED SHEET56

**PERFORMANCE-BASED RATEMAKING****APPLICABILITY**

This Performance-Based Ratemaking Mechanism (PBRM) is designed to encourage the utility to maximize its gas purchasing activities at minimum cost consistent with efficient operations and service reliability. Each plan year will begin July 1. The annual provision and filings herein will apply to this annual period. The PBRM will continue until it is either (a) terminated at the end of a plan year or by not less than 90 days notice by the Company to the ~~Authority~~ Commission or (b) modified, amended or terminated by the ~~Authority~~ Commission.

C

**OVERVIEW OF STRUCTURE**

The Performance-Based Ratemaking Mechanism establishes predefined monthly benchmark indexes to which the Company's commodity cost is compared.

**BENCHMARK INDEX**

Each month, Chattanooga Gas Company (Company / Chattanooga) will compare its actual commodity cost of gas to the appropriate benchmark gas cost amount. The benchmark gas cost amount will be computed by multiplying actual ~~purchase~~ quantities purchased for the during the month, including quantities purchased for injection into storage, by the ~~appropriate applicable~~ benchmark price ~~index~~. All purchases shall be included in the actual commodity cost and benchmark gas cost calculations, including quantities purchased for injection into storage; however, supply purchased at the NORA receipt point with a term of one month or greater and supply purchased at the citygate, shall be excluded from these calculations and reported separately from, but in conjunction with the Company's annual PBRM filing.

C

~~Spot Market~~ First-of-the-Month (FOM) Purchases:

The ~~monthly spot market~~ benchmark ~~is the "Index" price~~ shall be the FOM index price as published in S&P Global Gas Daily Price Guide in the table titled "Monthly Bidweek Spot Gas Prices" the first issue of the delivery month of Inside FERC's Gas Market Report in the table titled "Price of Spot Gas Delivered to Pipelines," denoted in the column labeled "Index" and the row for the applicable ~~"Pricing Point"~~ purchase locations.

C

~~Swing~~ Daily Priced Purchases

~~For swing purchases, the benchmark "Index" price for gas delivered on any day upon which Gas Daily is published, is equal to the Gas Daily Midpoint price for the immediately following day under the heading "Daily Price Survey." For gas delivered on Saturday, Sunday, or any other day upon which Gas Daily is not published, the price index is equal to the Daily Midpoint for the nearest subsequent day published by Gas Daily.~~

The benchmark price shall be the daily index price as published in the issue of S&S Global Gas Daily for the applicable gas day in the table title "Final Daily Price Survey-Platts Locations" denoted in the column labeled "Midpoint" and the row for the applicable purchase location. In the event a pricing point location's daily benchmark price is not published for a gas day, the benchmark price shall be the daily index price published for that purchase location for the nearest subsequent gas day.

C

~~Long-term purchases~~

~~For long-term purchases, i.e., a term more than one month, the "Index" price published in the first issue of the delivery month of Inside FERC's Gas Market Report in the table titled "Price of Spot~~

D

ISSUED: ~~OCTOBER 11, 2004~~ FEBRUARY 15, 2018EFFECTIVE: ~~OCTOBER 1, 2004~~ SEPTEMBER 1, 2018ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA-TPUC~~ NO.1

SECOND REVISED SHEET56

~~Gas Delivered to Pipelines” denoted in the column labeled “Index” and the row for the applicable  
“Pricing Point” will be adjusted for the Company’s rolling three year average premium paid to  
ensure long term supply availability during peak periods.~~

~~City Gate Purchases~~

~~For city gate purchases where gas is delivered by the supplier to the local distribution company,  
the indexes will be adjusted for the avoided transportation costs that would have been paid if the  
upstream capacity were purchased versus the demand charges actually paid to the supplier.~~

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

~~SECOND-THIRD~~ REVISED SHEET NO.56A**PERFORMANCE-BASED RATEMAKING**  
**(Continued)****PRUDENCE DETERMINATION**

If Chattanooga's total commodity gas cost for the plan year does not exceed the total benchmark amount by one percentage point (1%) for a plan year ending after June 30, 2000, Chattanooga's gas cost will be deemed prudent and the audit required by Tennessee ~~Regulatory Authority~~ Public Utility Commission's Administrative Rule 1220-4-7-. 05 is waived. If during any month of the plan year, the Company's commodity gas cost exceeds the benchmark amount by greater than two percentage points (2%), the Company shall file a report with the ~~Authority~~ Commission fully explaining why the cost exceeded the benchmark.

C

C

**FILING WITH THE ~~AUTHORITY~~ COMMISSION**

The Company will file an annual report not later than 60 days following the end of each plan year identifying the actual cost of gas purchased and the applicable index for each month of the plan year.

Unless the ~~Authority~~ Commission provides written notification to the Company within 180 days of such reports, the annual filing shall be deemed in compliance with the provisions of this Service Schedule.

C

**PERIODIC INDEX REVISIONS**

Because of changes in the natural gas marketplace, the price indices used by Chattanooga and the composition of Chattanooga's purchased gas portfolio may change. The Company shall, within 30 days of identifying a change to a significant component of the mechanism, provide notice of such change to the ~~Authority~~ Commission. Unless the ~~Authority~~ Commission provides written notice to Chattanooga within 30 days of the Company's notice to the ~~Authority~~ Commission, the price indices shall be deemed approved as proposed by the Company.

C

**AFFILIATE TRANSACTION GUIDELINES**

Terms used in these affiliate transaction guidelines have the following meanings:

1. Affiliate, when used in reference to any person in this standard, means another entity who controls, is controlled by, or is under common control with, the first entity.
2. Control (including the terms "controlling", "controlled by", and "under common control with") as used in the affiliate transaction guidelines, includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of an entity. Under all circumstances, beneficial ownership of more than ten percent (10%) of voting securities or partnership interest of an entity shall be deemed to confer control for purposes of these affiliate transaction guidelines.
3. Gas supplier is any person who sells or otherwise provides gas to the Company. It does not include customers who transport their gas and as a result of an imbalance in the amount consumed and the amount delivered to the city gate sell gas to the Company in compliance with the Company's approved tariff provisions.

CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA~~-TPUC NO. 1SECOND REVISED SHEET NO.56B**PERFORMANCE-BASED RATEMAKING****(Continued)**

## Standards of Conduct

The Company must conduct its business to conform to the following standards:

1. All purchases from an affiliated gas supplier of gas for system supply or storage shall be at the price and in accordance with the terms provided in a fully executed contract between the Company and the affiliated gas supplier.
2. The Company and the affiliated gas supplier shall maintain records to show that such purchases are not at a price greater than the market price at the time of the transaction.
3. All sales of gas by the Company to an affiliated gas supplier shall be in accordance with the provisions of the Company's approved tariff or at the price and in accordance with the terms provided in a fully executed contract between the Company and the affiliated gas supplier. Any sale of gas to an affiliate not in accordance with an approved tariff provision shall be at a price that is not less than the greater of the cost as recorded on the Company's books or the market price at the time of the transaction.
4. The Company shall maintain records to show that sales to an affiliated supplier are in accordance with the applicable tariff provision or, if not provided under an approved tariff provision, the price is not less than the greater of the cost as recorded on the Company's books or market price at the time of the transaction.
5. An affiliated gas supplier shall not make sales to any customer's premise that is connected to the Company's distribution facilities.
6. The Company shall not disclose to any affiliated gas supplier any information that the Company receives from a non-affiliated gas supplier that the non-affiliated gas supplier has identified as confidential unless the prior consent of the parties to which the information relates has been voluntarily given.
7. To the maximum extent practicable, the Company's operating employees and the operating employees of an affiliated gas supplier must function independently of each other.
8. The Company must maintain its books of accounts and records separately from those of an affiliated gas supplier.
9. The Company shall maintain sufficiently detailed records of all transactions with any affiliated gas supplier.

**RFP PROCEDURES FOR SELECTION OF ASSET MANAGER AND/OR GAS PROVIDER**

1. In each instance in which Chattanooga Gas Company (Company) intends to engage the services of an asset manager to provide system gas supply requirements and/or manage its assets regulated by the Tennessee ~~Regulatory Authority~~ Public Utility Commission (~~TRA~~TPUC), the Company shall develop a written request for proposal (RFP) defining the Company's assets to be managed and detailing the Company's minimum service requirements. The RFP shall also describe the content requirements of the bid proposals and shall include procedures for submission and evaluation of the bid proposals. C
2. The RFP shall be advertised for a minimum period of thirty (30) days through a systematic notification process that includes, at a minimum, contacting potential asset managers, including past bidders and other approved asset managers, and publication in trade journals as reasonably available. This thirty (30)-day C

ISSUED: ~~JULY 17, 2006~~ FEBRUARY 15, 2018EFFECTIVE: SEPTEMBER 1, 2018ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

SECOND REVISED SHEET NO.56B

minimum period may be shortened with the written consent of the ~~TRA~~-TPUC Staff to a period of not less than fifteen (15) days.

3. The procedures for submission of bid proposals shall require all initial and follow-up bid proposals to be submitted in writing on or before a designated proposal deadline. The Company shall not accept initial or follow-up bid proposals that are not written, or that are submitted after the designated proposal deadline.



CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA~~-TPUC NO. 1SECOND REVISED SHEET NO.56C**PERFORMANCE-BASED RATEMAKING**  
**(Continued)**

Following receipt of initial bid proposals, and on a non-discriminatory basis, the Company may solicit follow-up bid proposals from those submitting initial bid proposals in an effort to obtain the most overall value for the transaction.

4. All initial and follow-up bid proposals shall be evaluated as they are received. The criteria for choosing the winning bid proposal shall include, at a minimum, the following: (a) the total value of the bid proposal; (b) the bidder's ability to perform the RFP requirements; (c) the bidder's asset management qualifications and experience; and (d) the bidder's financial stability and strength. The winning bid proposal shall be the one with the best combination of attributes based on the evaluation criteria. If, however, the winning bid proposal is lower in amount than any other initial or follow-up bid proposal(s), the Company shall explain in writing to the ~~TRA~~TPUC why it rejected each higher bid proposal in favor of the lower winning bid proposal. The Company shall maintain records demonstrating its compliance with the evaluation and selection procedures. C
5. An incumbent asset manager shall not be granted an automatic right to match a winning bid proposal. If the incumbent asset manager desires to continue its asset management relationship with the Company after expiration of its asset management agreement, it shall submit a written bid proposal in accordance with the Company's RFP procedures. The bid proposal shall be evaluated pursuant to the procedures set forth in paragraph 4 above.
6. The Company may develop additional procedures for asset management selection as it deems necessary and appropriate so long as such procedures are consistent with the agreed-upon procedures described herein.
7. The Company shall retain all RFP documents and records for at least four (4) years and such documents and records shall be subject to the review and examination of the ~~TRA~~TPUC Staff. The Asset Manager shall maintain documents and records of all transaction that utilize the Company's gas supply assets. All documents and records of such transactions shall be retained for two years after termination of the agreement and shall be subject to review and examination by the Company and the ~~TRA~~TPUC Staff. C

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
~~TRA~~-TPUC NO. 1

ORIGINAL SHEET NO.57

~~**ALIGNMENT AND USAGE ADJUSTMENT  
(AUA) RIDER**~~

~~APPLICABILITY~~

~~The Alignment and Usage Adjustment (AUA) shall adjust the rates for the applicable Rate Schedules to reconcile actual base revenue recoveries per customer to the benchmark level established by the Tennessee Regulatory Authority. The AUA shall apply to the following Rate Schedules:~~

D

~~\_\_\_\_\_ R-1: Residential General Service  
\_\_\_\_\_ C-1: Commercial and Industrial Small General Service  
\_\_\_\_\_~~

D

~~PURPOSE~~

~~The purpose of the AUA is to establish on an annual basis a base revenue adjustment, positive or negative, to permit the Company to recover the approved level of base revenues per customer. The AUA provides the Company with the proper incentive to promote conservation and energy efficiency by ensuring that the Company neither over-collects or under-collects base revenues due to changes in average customer consumption levels in between base rate case proceedings.~~

D

~~DEFINITIONS~~

~~For Purpose of this Rider:~~

D

~~"Authority" shall mean the Tennessee Regulatory Authority.~~

~~"Actual Base Revenue per Customer" shall be determined on a monthly basis by dividing the actual base revenue for a Customer Class Group by the respective Actual Number of Customers as recorded on the Company's books.~~

D

~~"Actual Number of Customers" shall be determined on a monthly basis for each Customer Class Group to which the AUA applies. The Actual Number of Customers shall equal the aggregate actual booked number of customers for the month as recorded on the Company's books of account.~~

D

~~"Benchmark Base Revenue per Customer" shall mean the allowed average Revenue Per Customer ("RPC") for a given month and Customer Class Group.~~

D

~~"Calculation Period" shall be the twelve consecutive months from June 1 of one calendar year through May 31 of the following calendar year.~~

D

~~"Customer Class" shall mean the group of customers all taking service pursuant to the same Rate Schedule.~~

D

~~"Customer Class Group" shall mean the group of Rate Schedules combined for purposes of calculating the Revenue Normalization Adjustment amounts. For purposes of determining and applying the AUA, customers shall be aggregated into two separate Customer Class Groups as follows:~~

D

~~Customer Class Group I: Residential customers taking service pursuant to Rate Schedule R-1  
Customer Class Group II: Commercial & Industrial customers taking service pursuant to Rate Schedules C-1~~

D

ISSUED: ~~OCTOBER 20, 2010~~ FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF~~TRA~~-TPUC NO. 1

ORIGINAL SHEET NO.57 A

~~ALIGNMENT AND USAGE ADJUSTMENT~~  
~~(AUA) RIDER~~  
~~(Continued)~~

~~"Recovery Period" shall mean the twelve month period beginning on the August 1st of one calendar year immediately following the conclusion of the Annual Period through July 31<sup>st</sup> of the following calendar year.~~

D

~~"Revenue per Customer" shall mean the average total base revenues divided by the corresponding number of customer bills.~~

D

~~"Relevant Rate Order" shall mean the final order of the Authority in the most recent litigated rate case of Chattanooga Gas Company (Company) fixing the rates of the Company or the most recent final order of the Authority specifically prescribing or fixing the factors and procedures to be used in the application of this Rider.~~

D

BENCHMARK BASE REVENUE PER CUSTOMER

~~The Benchmark Base RPC shall be determined separately for each month and Customer Class Group. The Benchmark Base RPC for the applicable Customer Class Group shall be determined by first multiplying the then effective base rates for each Customer Class by the corresponding test period billing determinants utilized to design base rates to yield benchmark base revenues by Customer Class. The base rates and the associated billing determinants shall be those established by the Authority in the Company's most recent base rate case pursuant to a Relevant Rate Order. The resulting benchmark base revenues by Customer Class for all Rate Schedules within the same Customer Class Group shall be added together and divided by the total test period number of customers for the corresponding Customer Classes in order to yield the applicable Benchmark Base RPC. The Benchmark Base RPC for each Customer Class Group by month are as follows:~~

D

<u>Month</u>	<u>Residential</u> <u>(R-1)</u>	<u>Commercial</u> <u>(C-1)</u>
June	\$14.48	\$31.73
July	14.24	30.47
August	14.28	29.96
September	14.23	29.84
October	15.18	30.07
November	21.87	42.10
December	27.30	57.43
January	31.39	72.07
February	30.46	72.57
March	26.75	62.05
April	22.28	48.63
May	15.82	33.03
Total Annual	\$248.28	\$539.95

ISSUED: ~~October 20, 2010~~ FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

TRA-TPUC NO. 1

ORIGINAL SHEET NO.57 B

**ALIGNMENT AND USAGE ADJUSTMENT****(AUA) RIDER****(Continued)****CALCULATION OF AUA ADJUSTMENT**

At the end of the Calculation Period, the Company shall determine for each Customer Class Group the base revenue deficiency or excess to be surcharged or credited to customers pursuant to the AUA mechanism. The revenue deficiency or excess shall be calculated by subtracting the Actual Base Revenue per Customer from the Benchmark Base Revenue per Customer for each month and multiplied by the corresponding monthly Actual Number of Customers. The AUA Revenue Adjustment shall be aggregated for all months during the Calculation Period.

The AUA shall be computed for each Customer Class Group pursuant to the following formula:

$$AUA_{eg} = \frac{((BRPC - ARPC) * \sum_{n=1}^{n=j} ACUSTS) * I + RA}{TVOL}$$

**Where**

$AUA_{eg}$	=	The Revenue Decoupling Adjustment for the Customer Class Group.
$ARPC$	=	The Actual Base Revenue Per Customer for the applicable Customer Class Group and month for the most recently completed Calculation Period.
$BRPC$	=	The Benchmark Base Revenue Per Customer for the applicable Customer Class Group and month.
$j$	=	The total number of Rate Schedules included in the Customer Class Group.
$ACUSTS$	=	The Actual number of customers for the applicable Customer Class Group and month for the most recently completed Calculation Period.
$I$	=	Interest on the end of month AUA Account balance. The interest rate for each month used shall be the prime rate value published in the "Federal Reserve Bulletin" or in the Federal Reserve's "Selected Interest Rates" for the month preceding the month of the Calculation Period.
$RA$	=	Reconciliation Adjustment for prior period over or under recovery of the AUA for the applicable Customer Class Group.
$TVOL$	=	Forecast throughput Volumes inclusive of all firm sales and firm transportation throughput for the applicable Customer Class Group.

This Alignment and Usage Adjustment (AUA) Rider shall be effective for the Calculation Periods with the first beginning June 1, 2010 and the corresponding Recovery Period with the first beginning July 1,

CHATTANOOGA GAS COMPANY

GAS TARIFF

~~TRA~~ TPUC NO. 1

ORIGINAL SHEET NO.57 B

~~2011. The AUA Rider shall continue in effect on an experimental basis until made permanent, terminated, or otherwise modified by Order of the Tennessee Regulatory Authority..~~

ISSUED: ~~JUNE 20, 2013~~ FEBRUARY 15, 2018  
ISSUED BY: WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2013~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
GAS TARIFF

~~TRA~~-TPUC NO. 1

ORIGINAL SHEET NO.57 C

**~~ALIGNMENT AND USAGE ADJUSTMENT~~**  
**~~(AUA) RIDER~~**  
**~~(Continued)~~**

~~RECONCILIATION OF AUA REVENUE RECOVERIES~~

~~The revenues billed, or credits applied, net of taxes and assessments, through the application of the AUA Rate shall be accumulated for each month of the Recovery Period and applied against the AUA revenue excess or deficiency from the Calculation Period. The excess or deficiency shall include any cumulative balances remaining from prior periods. Any balance existing at the conclusion of the Recovery Period, positive or negative, shall be reflected as a Reconciliation Adjustment to be included in the AUA for the subsequent Recovery Period. The amount to be recovered through the AUA in any one Recovery Period shall not exceed 2% of total margin for the corresponding Calculation Period.~~

D

~~FILING WITH AUTHORITY~~

~~No later than June 1<sup>st</sup> of each year, the Company will file with the Authority for approval of rates to be effective under the AUA Rider accompanied by the computations and information required by this Rider.~~

D

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

ORIGINAL SHEET NO.58

**SYSTEM EXPANSION AND ECONOMIC DEVELOPMENT (“SEED”) RIDER****APPLICABILITY**

This rider is applicable, in conjunction with the provisions of other applicable Rate Schedules, to service provided within a Designated SEED Service Area. A Designated SEED Service Area shall mean a specific geographical area served by a main extension constructed in accordance with the provision of this rider for the purpose of promoting economic development in a previously unserved area.

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**PURPOSE**

The purpose of the SEED Rider is to allow the Company to recover the costs related to the expansion of infrastructure for the purpose of economic development, if such expenses or costs are found by the Commission to be in the public interest. The SEED surcharge collected shall be used specifically to recover the costs of the infrastructure within the defined geographic area that are in excess of the allowable investment (the SEED Revenue Requirement).

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Prior to commencing construction of the proposed infrastructure, the Company and the Commission must agree the proposed infrastructure will provide opportunities for economic development benefits in the area to be directly served by the proposed infrastructure. The Company may, at its sole discretion, offer service under the System Expansion and Economic Development (“SEED”) surcharge Rider option to the eligible customers requesting service. Commission approval must be obtained prior to commencing construction of the proposed infrastructure. See Filing with the Authority below.

**TERMS, CONDITIONS AND REQUIREMENTS**

The SEED surcharge shall be paid only by Customers in the area served by the extension. The SEED surcharge shall be expressed in dollars per Premise per month and shall be calculated according to the process described in this SEED Rider. The SEED surcharges shall be calculated to recover 100% of the actual costs of the extension.

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The Company, at its sole discretion, at any time during the Amortization Period (the period over which the Company’s cost will be recovered), may reassess the amount of the SEED surcharge revenue required to fully recover the actual cost of the infrastructure. The Company shall reassess the amount of the SEED surcharge at least annually for each SEED project. The Company’s reassessment may or may not result in a revision to the SEED surcharge to ensure cost recovery by the end of the Amortization Period. Any resulting revision to the SEED surcharge will be filed with the Commission no less than 30 days prior to the effective date and will apply until a subsequent revised SEED surcharge is filed or through the remainder of the Amortization Period.

If additional Customers (that were not initial applicants for the SEED service) connect to a SEED area, the additional Customers shall pay the SEED surcharge for the area and shall be subject to increases to the SEED surcharge. If the principal balance is fully recovered before the Amortization Period ends, the SEED surcharges shall terminate.

The Company shall require letters of intent from initial customers. The Company may require a contract for service under this Rider and may require a minimum total payment guarantee from a customer.

All other terms and conditions of the companion rate schedule under which service would otherwise be provided shall apply to service provided under this rate schedule.

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### SEED SURCHARGE CALCULATION

SEED Surcharge = Non-Fuel Levelized Revenue Requirement / Number of Premises / Number of Months in the Amortization Period

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The Non-Fuel Levelized Revenue Requirement is the non-fuel revenue requirement necessary to recover the actual excess cost of the Main and Service infrastructure above the allowable investment and shall include operations and maintenance, the return of the investment (depreciation expense), the return on the investment computed at the rate of return approved in the Company's most recent rate case, and associated taxes.

The Number of Premises is the total initial applicants to be served by the new infrastructure.

The Number of Months in the Amortization Period may not exceed 120, unless otherwise approved by the Commission. The initial party or parties requesting service under the SEED Rider may request an Amortization Period from 1 to 10 years, subject to agreement by the Company, in its sole discretion. The Amortization Period requested may not include a partial number of years. The Amortization Period, once determined, shall not change unless the principal balance is fully recovered before the Amortization Period ends or otherwise approved by the Commission.

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If the Premises served in one SEED area are not all on the same rate schedule, or if the Premises do not all have a similar estimated demand for natural gas, the Company shall apply an allocation of costs in a fair and equitable manner, subject to Commission approval.

### FILING WITH THE AUTHORITY

Not less than 30 days before construction is to begin, the Company will file the following for any applicable infrastructure project: a proposed SEED Surcharge Rate Sheet, a detailed description of the area to be served by the project, a description of the project, the projected capital cost, the analysis supporting the calculation of the surcharge, and documentation that the project will provide economic development benefits. The project will be deemed approved unless the proposed tariff sheet is suspended or denied within 30 days of the filing. The Company shall file with the Commission any revised SEED surcharge not less than 30 days prior to the effective date.

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**CHATTANOOGA GAS COMPANY**

**2207 OLAN MILLS DRIVE**

**CHATTANOOGA, TENNESSEE 37421**

~~TRA~~TPUC NO. 2

C

**RULES AND REGULATIONS FOR THE COMPANY'S GAS SERVICE**

**IN  
HAMILTON AND BRADLEY COUNTIES, TENNESSEECHATTANOOGA  
GAS COMPANY**

EFFECTIVE DATE: ~~JUNE 1, 2010~~SEPTEMBER 1, 2018

ISSUED: ~~MAY 31, 2007~~FEBRUARY 15, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~JULY 1, 2007~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA~~-TPUC NO. 2

~~FOURTH~~-FIFTH REVISED SHEET NO. 1

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA-TPUC~~ NO. 2 ~~FOURTH-FIFTH~~ REVISED SHEET NO. 1

APPLICABILITY

These rules and regulations are applicable to Customers served by the Chattanooga Gas Company (Company) within the Certificated areas in Bradley and Hamilton Counties.

DEFINITIONS

As herein used:

"Applicant"	means any person who has made application to Company for gas service.	
<del>Authority</del>	<del>means the Tennessee Regulatory Authority</del>	D
BTU	means British Thermal Unit measured at a pressure of 14.73 PSIA at 60 degrees Fahrenheit on a dry basis.	
Business Day	means any day from Monday through Friday inclusive, excluding any holiday observed by the Company.	
Citygate	means a point at which the facilities of an interstate pipeline company interconnect with the facilities of the Company.	
Commercial Service	applies to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity or in a profession, or in some other form of economic or social activity (office, stores, clubs, hotels, etc.), and to service which does not directly come in one of the other classifications of service	
<u>Commission</u>	<u>means the Tennessee Public Utility Commission</u>	<u>N</u>
Company	means Chattanooga Gas Company.	
<u>Compressed Natural Gas (CNG)</u>	<u>Natural gas stored inside containers at a pressure greater than atmospheric air pressure. CNG is normally placed in pressure-containing vessels (bottles) where it can be used as portable fuel source (i.e. in CNG vehicles and other applications not attached to a pipeline.)</u>	<u>N</u>
Consumer or Customer	means an individual, firm, or organization who purchases service at one or location under one rate classification contract.	
Dekatherm (Dt or Dth)	means 10 Therms or one million Btus (1MMBtus).	
Delivery Point	point at which gas leaves a transporter's system completing a sale or transportation service transaction between the pipeline company and a sale or transportation service Customer.	
Delivery Point Operator	the entity that manages and controls the facilities and the gas moving through those facilities at the Delivery Point.	
Distribution Service	means the delivery of Natural Gas by and through the Intrastate facilities of the Company, regardless of the identity of the party who has title to the Natural Gas.	
Distribution System	means the gas pipes owned and operated by the Company for the distribution of gas for delivery to Customers up to but not beyond the point of delivery.	
Electronic Bulletin Board (EBB)	an interactive electronic communication system that, among other things, allows parties to view gas-related information, make nominations, offer bids, and receive confirmations.	

~~Firm~~ ~~means a Customer who purchases a Gas Service on a Firm~~ M

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~~Customer~~

~~basis.~~

~~FOURTH~~FIFTH REVISED SHEET NO. 1

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CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA~~-TPUC NO. 2SECOND REVISED -SHEET NO. 1A**DEFINITIONS (Continued)**

Firm Customer	means a Customer who purchases a Gas Service on a Firm basis.	M
Firm Service	means a type of Gas Service that ordinarily is not subject to interruption or curtailment.	
Gas or Natural Gas	means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases in a gaseous state, consisting predominantly of methane	
Gas Day	means the period of 24 consecutive hours beginning at 10:00 a.m., Standard time.	
Gas Service	means any service offered in connection with the delivery or sale of Gas	
Imbalance	mean the difference at any time, whether positive or negative, between the volumes of Gas received <del>into a Pool by or by the</del> <u>Company</u> on behalf of a Customer and the volumes of Gas delivered by the Company <del>on behalf of such</del> <u>to the</u> Customer's <u>premises</u> .	C
Industrial Service	applies to Customers engaged in a process which creates or changes raw or unfinished materials into another form or product.(Factories, mills, machine shop, mines, oil wells, refineries, pumping plants, creameries, canning or packing plants, shipyards, etc., i.e., in extractive, fabricating or processing activities.)	
Interruptible Customer	means a Customer who purchases a Gas Service on an Interruptible basis.	
Interruptible Schedule	means each of the Company's Rate Schedules or contracts under which Gas Service is provided on an Interruptible basis.	
Interruptible	means a type of Gas Service that is subject to interruption or curtailment	
LNG	means Liquefied Natural Gas	
Main	means the gas pipe other than Service Line	
Month	means the period beginning on the first Day of a calendar month and ending on the beginning of the first Day of the next succeeding calendar month	
Person	means any corporation, whether public or private; company; individual; firm; partnership; or association	
PGA Rider	means the Company's Purchased Gas Adjustment Rider	
PSIA	means pounds per square inch absolute	

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CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA~~-TPUC NO. 2SECOND REVISED -SHEET NO. 1AReceipt Point

means the point at which gas is received from a pipeline,  
such as the interconnection between an interstate pipeline  
and the local distribution system.

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## Residence

means a parcel or tract of land upon which a residence, building,  
structure, or other facility containing a particular set of gas-  
consuming appliances is located

## Residential Service

applies to Customers supplied for residential purposes on an  
individual basis in a single family dwelling or building, or in  
an individual flat or apartment in a multiple family dwelling  
or building or portion thereof occupied as the home,  
residence or sleeping place of one or more persons.

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<u>Service Line</u>	<u>All piping and appurtenances between the Company's main and the inlet side of the Metering Equipment, except where a Master Metering Arrangement is employed. Where a Master Metering Arrangement is employed, the Service Line consist of all piping and appurtenances between the Company's main and the inlet side of each regulator or meter of the Company but does not extend beyond the exterior wall of the structure receiving Gas.</u>	N
SNG or Southern	means Southern Natural Gas Company	M
Tariff	means all Rate Schedules, Terms of Service, and Rules and Regulations approved by the <del>Authority</del> <u>Commission</u> relative to Gas Service provided by the Company.	C M
Tennessee Pipeline	means Tennessee Gas Pipeline Company	M
Therm	means 100,000 Btus	M

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CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA~~-TPUC NO. 2~~THIRD~~-~~FOURTH~~ REVISED SHEET NO. 2DEFINITIONS (Continued)

Point of Delivery	means the outgoing side of the meter(s) or regulator(s) installed and maintained by the Company for the purpose of measuring gas delivered to Customer.	M
Service	means gas service.	M
Special Contract	means a contract <u>specifically approved by the Commission for Service</u> <del>on forms furnished by the Company</del> <u>provided under terms and/or conditions not otherwise provided in the Tariff</u>	C M
Service Stub	means gas pipe laid from main to Customer's property line.	M
Service Line	means the gas pipe laid from Customer's line to Point of Delivery.	M



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APPLICATION FOR SERVICE

Service will be rendered by the Company upon application by the Customer for service and the acceptance thereof by the Company.

Company will make extensions of its distribution system pursuant to the provisions hereinafter set forth.

MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)

Service lines and distribution mains necessary to furnish permanent service to premise, within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A. Definitions

- 1) Approach Main - main constructed outside the property boundaries of the development or premises of the Applicant for which gas service is requested.
- 2) Project Main - main constructed within the property boundaries of the development or premises of the Applicant for which gas service is requested.
- 3) Infill Potential - the estimated additional gas loads that will be served from the Approach Main at locations outside the development or premises for which gas service is requested.
- ~~4) Gas Consumption Bulletin – a bulletin showing the estimated annual consumption of various gas appliances by residential Customers as determined from time to time by the Company.~~

D

- ~~5) 4) Applicant-As~~ used here in an Applicant is the party or parties requesting an extension of facilities to provide service to a premise or premises located within the Company's service area. Such parties may include the owner of a premise, a builder, and/or the developer of a residential, commercial, or industrial project.

B. General

The Company will construct a main extension, service lines, and/or other distribution facilities required to serve a premise or a group of premises if there is sufficient continuing revenue to justify such construction. To ensure sufficient continuing revenue, the Company may require definite and written guarantees of revenues from an applicant, or group of applicants, in addition to any minimum payments required by the rate schedules as may be necessary to justify such construction. The Company will require the applicant or group of applicants to pay a contribution in aid of construction when the continuing revenues from the main extension, service lines, and/or other distribution facilities are not sufficient to justify the costs of such facilities. To determine if a contribution is required, the Company will perform the following economic evaluation:

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1. The cost of the main extension, service lines, and/or other distribution facilities installed will be calculated at the present value of the costs associated with installing, operating, and maintaining such facilities including: the total plant investment, annual operation and maintenance expenses, property taxes, income taxes, and an allowance for return on the total plant investment. The allowance for return shall be computed using the Company's overall rate of return, as determined in its most recent rate case. The cost to install the mains, service line, and other facilities will be determined, at the Company's discretion, from either the previous year's average cost for the applicable Customer class or from a detailed cost estimate based on current labor and material costs. The present value will be

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determined by discounting the costs using the Company's overall rate of return, as determined in its most recent rate case, over the projected economic life of the facilities to be installed. The Company reserves the right to adjust the economic life factors to recognize any conditions that would make the use of a typical economic life factor imprudent. The economic life of industrial service shall not be greater than the length of gas service contract.

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MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)

2. The Company will calculate the anticipated revenues stream based on estimated usage, as determined by the Company, of the appliance or equipment that the Applicant(s) or developer has/have committed contractually to install, the current authorized base rates for the applicable Rate Schedule(s), and contractually guaranteed revenues if applicable. To the extent that the extension requires investment in Approach Main, Estimated Annual Revenues may also include Revenues associated with Infill Potential. Revenues associated with Infill Potential means revenues, adjusted for any additional costs, which based upon analyses of the Company's extensions in comparable areas, can be expected from additional customers to be connected to the Approach Main within five years after construction. N
3. The present value of the revenue stream will be determined by discounting the Estimated Annual Revenue stream determined in 2 above using the Company's overall rate of return, as determined in its most recent rate case, over the projected economic life of the facilities to be installed. N
4. The Company will compute "Net Present Value" or "NPV" of the extension by subtracting the discounted costs as calculated in (1) above from the discounted revenue stream as calculated in (3) above. N
- a. If the NPV of the project is zero or positive, then no contribution will be required from the applicant or group of applicants prior to the installation of main extension, service lines, and/or other distribution facilities.
- b. If the NPV of the project is negative, then the applicant or group of applicants shall pay a contribution in aid of construction equal to the amount necessary to result in a zero (\$0) NPV. The contribution shall be adjusted by the Income Tax Gross-Up Factor.
- c. Order of Application
- i. The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; service line; and main. M
5. For individual residential applicants establishing or upgrading gas service, the Company will provide up to 100 feet of service line from the main to the Customer's meter, the meter, and meter installation without a charge, provided the applicant installs and uses natural gas for central heat and water heating. N

C. Limitations

1. No investment will be made for auxiliary or incidental uses of gas. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on the Company or existing ratepayers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact. C  
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2. If a proposed gas line extension is of such length or high cost, or if in the Company's opinion, the prospective revenue from such line extension is insufficient or temporary, or if the applicant or group of applicants to be supplied are unable to establish a credit standing satisfactory to the Company, the Company reserves the right to determine finally the advisability of making such line extension.

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MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)

3. The Company shall not be required to make any gas line extension under these general rules and regulations until the applicant or group of applicants to be supplied from such line extension shall have signed a Natural Gas Line Extension Agreement and have made or procured satisfactory conveyance to the Company, without cost to Company of the right-of-way easement(s) for the Company's lines and apparatus across and upon the property owned and controlled by the Applicant and any intervening property without cost to the Company

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- ~~4.~~ Except as provided above the, Company shall not be obligated to construct or own any main extension, gas service line, and/or other distribution facilities to provide any Customer with gas. N
5. The Company may make gas line extensions other than those specified above under conditions specified in the Company's Gas Line Extension Agreements N

D. Length and Location

1. The length of main required for a main extension or the length of service line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main capable, in the opinion of the Company, of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or service line a greater distance than necessary in the judgment of the Company to serve an Applicant. M
2. The service line shall be of the size and type required to supply the principal requirements of the premises served, and shall extend from the curb or customer property line to the first reasonably acceptable meter location as determined by the Company. M
3. Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. An applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation shall be borne by the Applicant regardless of whether the length of service line laid as requested by Applicant comes within the allowable investment provided in this rule. M
4. The Applicant will be required to execute a contract covering the terms under which the Company will install mains, services, metering and regulating equipment in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for a period of five years, those appliances and items on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to take service or fails to consume sufficient gas to produce the Estimated Annual Revenues, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's main and service extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized. N

E. Extensions Beyond the Free Length1. Payment Provisions

Extensions of mains or service lines requiring a contribution as determined in B4b above will be made by the Company provided that the Applicant(s) pays to the Company the required contribution as determined in accordance with B4b above. N

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RULES & REGULATIONSTRA TPUC NO. 2

SECOND REVISED SHEET NO. 2B

RESIDENTIAL MAIN AND SERVICE EXTENSIONS

~~Service lines and distribution mains necessary to furnish permanent service to Applicants for Residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:~~

~~A. Definitions~~

- ~~(1) Approach Main – main constructed outside the property boundaries of the development or premises of the Applicant for which gas service is requested.~~
- ~~(2) Project Main – main constructed within the property boundaries of the development or premises of the Applicant for which gas service is requested.~~
- ~~(3) Gas Consumption Bulletin – a bulletin showing the estimated annual consumption of various gas appliances by residential Customers as determined from time to time by the Company.~~
- ~~(4) Revenues – Revenues shall be computed for the estimated annual consumption at the current rates excluding gas cost, other rider and tracker revenues, and any taxes added to the Customer's bill.~~

~~B. General~~

~~The Company will construct, own, operate and maintain gas distribution mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights of way satisfactory to the Company may be obtained without cost to the Company.~~

~~The Company will construct, own, operate and maintain a service line of suitable capacity from its distribution main to the curb or right of way line of a public street, highway, road or alley upon which the residential structure to be served faces and abuts at no cost to the Applicant. Additional facilities will be provided pursuant to the following provisions.~~

~~C. Extension of Main and Service~~~~A. Calculation of Allowable Investment~~

- ~~a. The allowable investment in metering and regulating equipment, main and service line to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the Levelized Annual Carrying Charge Rate applicable to the investment.~~
- ~~b. The Levelized Annual Carrying Charge Rate shall be calculated by using the weighted average cost of capital as determined in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected economic life of the investment as determined from time to time by the Company. These costs will be discounted at the cost of capital.~~
- ~~c. The required investment in metering and regulating equipment shall be based on engineering cost estimates as determined by the Company.~~
- ~~d. The cost per foot for service lines and main extensions will be based upon the system wide average unit cost per foot as determined by the Company from the actual installed~~

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~~cost of such service lines and mains for the latest three year fiscal periods of the Company.~~

- e. ~~Estimated Annual Revenues shall be based upon the usage of the appliance that the Applicant has committed contractually to install as shown in the applicable Gas Consumption Bulletin of the Company in Appendix A of the Rules and Regulations at the approved rates of the Company in effect when construction of the extension begins less certain direct expenses (meter reading, billing, etc.) and infrastructure expenses (right of way crossings, etc.) as approved from time to time.~~

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~~RESIDENTIAL MAIN AND SERVICE EXTENSIONS~~ (Continued)

- ~~f. To the extent that the extension required investment in Approach Main, Estimated Annual Revenues may also include Revenues associated with Infill Potential, as hereinafter defined, provided, however, that revenues associated with Infill Potential may not exceed fifty percent (50%) of Project Revenues.~~ D
- ~~g. “Revenues Associated with Infill Potential” means revenues, adjusted for any additional costs, which, based upon analyses of the Company’s extensions for residential service in comparable areas, can be expected within a five year period from the Approach Main in addition to Project Revenues.~~ D
- ~~h. The economic life factor used in computing the Levelized Annual Carrying Charge Rate hereunder shall be 15 years where natural gas space heating is installed; 10 years where natural gas water heating is installed as the principal gas appliance and 5 years for any other equipment. The Company reserves the right to recognize any conditions that would make the use of a typical economic life factor imprudent.~~ D

~~B. Order of Application~~

- ~~a. The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; service line; Project Main; and Approach Main.~~ M
- ~~b. In the event that the allowable investment is not sufficient to cover the cost of the equipment and facilities required in the extension, the Applicant will be required to pay the excess costs, determined in accordance with the provision of subparagraph (1) above.~~ D

~~C. Limitations~~

~~No allowable investment will be made for auxiliary or incidental uses of gas. The Company shall not be required to provide any connection to the Company’s system where such connection may have an adverse impact on existing Customers unless the Authority has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.~~ M

~~D. Length and Location~~

- ~~a. The length of main required for a main extension or the length of service line will~~ M

CHATTANOOGA GAS COMPANY  
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~~be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main capable, in the opinion of the Company, of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or service line a greater distance than necessary in the judgment of the Company to serve an Applicant.~~

~~b. The service line shall be of the size and type required to supply the principal requirements of the premises served, and shall extend from the curb to the first reasonably acceptable meter location as determined by the Company.~~

M

~~a. Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of service line laid as requested by Applicant comes within the allowable investment~~

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~~FIRST~~-SECOND REVISED SHEET NO. 2Ce.b. \_\_\_\_\_  
d. \_\_\_\_\_MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)  
(CONTINUED)

## E. Extensions Beyond the Free Length

## 1. Payment Provisions

Extensions of mains or service lines beyond the allowable investment ~~determined on B4b above~~ determined on B4b above will be made by the Company provided that the Applicant pays to the Company the ~~excess cost of such main or service lines~~ required contribution as determined in accordance with B4b above. ~~Such payment may be made over 36 months provided that the Applicant executes an appropriate finance agreement with the Company. Interest on unpaid balances shall accrue from the date construction is completed at a rate equal to the then existing prime rate (as defined in the Money Rates Section of the Wall Street Journal) plus 3 percent. The interest rate shall be adjusted on the 1st day of April of each succeeding year to the then existing prime rate plus 3 percent.~~

M

C

## 2. Adjustment of Allowable Investment and Payments

- a. A survey ~~will~~ may be made by the Company within one year after service is commenced to a Customer at a ~~particular residential premises unit~~ particular residential premises unit and in any event within three years after the date of completion of the main extension to determine the appliances or equipment in use at the development or premises of the Applicant served by the extension.
- b. If, based upon the appliances or equipment found to be in use, there is a lesser allowable investment than that originally ~~granted computed and a payment is~~ the Applicant shall pay an additional amount to satisfy the requirement of B4b above in addition to any prior payment by the Applicant.

C

C

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA-~~ TPUC NO. 2~~THIRD-REVISED SHEET NO. 2D~~~~RESIDENTIAL MAIN AND SERVICE EXTENSIONS – (Continued)~~~~required in addition to any prior payment by the Applicant, such  
additional payment shall be paid by the Applicant.~~

- c. The Company may grant a reasonable extension of time for the Applicant to install the appliances or equipment originally agreed upon, provided that the failure to install such appliances or equipment was due to reasons beyond the control of the Applicant.

## 3. Refund of Payments

- a. If within three years after the original installation, additional customer(s) are connected to the main, the Company shall refund or provide a credit to the customer(s) making the initial contribution, upon written request, an amount equal to the amount that the additional customers' allowable investment, computed in accordance with ~~C-(+B)~~ above, exceeds the cost of the additional facilities required to serve the additional customers. Any such refund or credit shall be reduced by any allowance for Infill Potential used to determine the initial allowable investment as provided in ~~C-(+B)~~ above. In no case shall the customer making the payment be refunded more than he/she paid.
- b. If two or more customers make the initial contribution, any refund shall be prorated based on the amounts of the contributions provided by the initial customers.

C

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA-TPUC~~ NO. 2

~~FOURTH REVISED SHEET NO. 2CD~~

MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)  
(CONTINUED)

~~D.F.~~ SYSTEM EXPANSION AND ECONOMIC DEVELOPMENT (SEED) Rider

1. Description

Pursuant to Tennessee Code 65-5-1-3d(3)(A), a public utility may request and the commission may authorize a mechanism to recover the costs related to the expansion of infrastructure for the purpose of economic development, if such expenses or costs are found by the commission to be in the public interest. Therefore, in cases where the estimated cost of extending Mains and Services to a defined geographic area exceeds the allowable investment described above, and the Company and the Commission agree the infrastructure will provide opportunities for economic development benefits in the area to be directly served by the infrastructure, the Company may, at its sole discretion, offer the System Expansion and Economic Development-Tennessee (“SEED”) surcharge rider option to the party or parties requesting service.

N

2. General Requirements

The SEED surcharge shall be paid only by Customers in the area served by the extension. The SEED surcharge shall be expressed in dollars per Premise per month and shall be calculated according to the SEED surcharge rider. The SEED surcharges shall be calculated to recover 100% of the actual costs of the extension. Commission approval of each individual extension subject to the SEED surcharge must be obtained prior to commencement of construction.

N

~~E.G.~~ One Service Line for a Single Premises

The Company will not install more than one service line to supply the premises of an individual Customer unless for the convenience of the Company or an Applicant requests an additional service line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional service line were not installed. When an additional service line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire ~~length of installed cost said of the~~ additional service line, meter and regulating equipment ~~at the costs provided in subparagraph C (1) above.~~

C

~~F.H.~~ Relocation of Service

a. When in the judgment of the Company the relocation of a service line, including metering and regulating facilities, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

M

b. If relocation of a service line, ~~including~~ metering and/or regulating facilities, is for the convenience of the Applicant or the Customer, the cost of such relocation shall be ~~performed by the Company at the expense of paid by~~ the Applicant or the Customer.

C

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA~~-TPUC NO. 2

~~FOURTH~~FIFTH REVISED SHEET NO. 2E

~~RESIDENTIAL MAIN AND SERVICE EXTENSIONS – (Continued)~~

~~D. Special Conditions~~

~~(1) — Contracts~~

~~The Applicant will be required to execute a contract covering the terms under which the Company will install mains, services, metering and regulating equipment in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for a period of five years, those appliances and items on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to take service or fails to install one or more of such appliances or items, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's residential main and service extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual appliances and equipment installed and utilized. If the Applicant is a developer or builder, the Applicant will install all the appliances on which the extension was based within three years of completion of the total project or shall pay the Company in accordance with the provisions of subparagraph C (5) (b) above.~~

M

~~G.L.~~Periodic Review

~~The Company will periodically determine the system wide average costs of construction of mains, services and metering and regulating equipment, and publish the average costs on April 1<sup>st</sup> of each year as Appendix A to this tariff and file those updates with the Tennessee Regulatory Authority with a proposed effective date of three months from the date of filing.~~

C

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA-~~ TPUC NO. 2~~FOURTH~~ FIFTH REVISED SHEET NO. 2EMAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)  
(CONTINUED)~~H.J.~~ Extension for Temporary Service

C

Extension for temporary service or for operations which in the Company's opinion are of a questionable permanence will not be made under this rule, but will be made in accordance with the rule pertaining to temporary service.

~~I.K.~~ Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. Company reserves the right, at its sole option, to refuse to extend facilities from any of its lines operating at pressures in excess of 125 pounds.

~~J.L.~~ Title to Facilities

Legal and equitable title to all mains installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

- a. To extend the gas main or connect additional gas mains to any part of it.
- b. To serve new additional Customers at any time through service connections attached to such main or to extended or connected gas mains.

~~K.M.~~ Exceptional Cases

In unusual circumstances when the application of this rule appears impractical or unjust to either party as a result of circumstances that result in the actual cost of constructing the facilities being materially different than the average costs specified in (~~EB~~) above, actual costs may be used to determine the required Customer contribution.. If application of this rule appears impractical or unjust to either party for other reasons the Company or the Applicant may refer the matter to the ~~Tennessee Regulatory Authority~~ Tennessee Public Utility Commission for special ruling thereon prior to commencing construction.

C

~~E. Filings with the Authority~~

~~Any filings required to be made with the Authority as a result of this rule shall be filed with the Authority on April 1 of each year. In the event the accounting records necessary to make the required filings are not available to the Company prior to the April 1 filing deadline, the Company shall receive an additional 15 days to file upon filing a written extension request with the Authority prior to April 1.~~

D

NON-RESIDENTIAL MAIN AND SERVICE EXTENSIONS

~~Service lines and distribution mains necessary to furnish permanent service to Applicants for Non-Residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:~~

D

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA~~-TPUC NO. 2~~FOURTH~~FIFTH REVISED SHEET NO. 2E~~A. General~~

~~The Company will construct, own, operate and maintain gas distribution mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights of way satisfactory to the Company may be obtained without cost to the Company.~~

D

~~The Company will construct, own, operate and maintain a service line of suitable capacity from its distribution main to the premises of the Applicant. All such main and service facilities will be provided pursuant to the following provisions:~~

~~B. Extension of Main and Service~~~~(1) Calculation of Allowable Investment~~

- ~~a. The allowable investment in metering and regulating equipment, main and service line to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the Levelized Annual Carrying Charge Rate applicable to the Investment.~~

D



CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA~~-TPUC NO. 2

THIRD REVISED SHEET NO. 2G

~~NON-RESIDENTIAL MAIN AND SERVICE EXTENSIONS (Continued)~~

b. ~~The Levelized Annual Carrying Charge Rate shall be calculated by using the weighted average cost of capital as determined in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected economic life of such investment as determined from time to time by the Company. These costs will be discounted at the Company's cost of capital.~~

D

c. ~~The required investment in metering and regulating equipment shall be based upon engineering cost estimates as determined by the Company.~~

D

d. ~~The cost per foot for service lines and main extensions will be based upon the system wide average unit cost per foot as determined by the Company from the actual installed cost of such service lines and mains for the latest three year fiscal period of the Company.~~

D

e. ~~The economic life factor used in computing the Levelized Annual Carrying Charge Rate hereunder shall be 15 years for firm service to apartments, governmental buildings, hospitals, churches and schools; and ten years to any other firm service including mobile home parks. For interruptible service the economic life factor shall be five years. The Company reserves the right to adjust the economic life factors to recognize any conditions that would make the use of a typical economic life factor imprudent. The economic life of industrial service shall not be greater than the length of gas service contract in years.~~

D

f. ~~Estimated Annual Revenues shall be based upon the contractual commitment of the Customer for annual consumption at the approved rates of the Company in effect when construction of the extension begins less certain direct expenses (meter reading, billing, etc.) and infrastructure expenses (right of way crossings, etc.) as approved from time to time.~~

D

~~(2) Order of Application~~

a. ~~The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; service line; and main.~~

D

b. ~~In the event that the allowable investment is not sufficient to cover the cost of the equipment and facilities required in the extension, the Applicant will be required to pay the excess costs, determined in accordance with the provision of subparagraph (1) above.~~

D

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA-~~TPUC NO. 2

SECONDREVISED SHEET NO. 2 H

~~NON RESIDENTIAL MAIN AND SERVICE EXTENSIONS (Continued)~~~~(3) Limitations~~

~~No allowable investment will be made for auxiliary or incidental uses of gas. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Authority has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.~~

D

~~(4) Length and Location~~

~~a. The length of main required for a main extension or the length of service line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or service line a greater distance than necessary in the judgment of the Company to serve an Applicant.~~

D

~~b. The service line shall be of the size and type required to supply the principal requirements of the premises served, and shall extend from the Company's main to the first reasonable acceptable meter location as determined by the Company.~~

D

~~c. Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of service line laid as requested by Applicant comes within the allowable investment provided in this rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.~~

D

~~(5) Extensions Beyond the Free Length~~~~a. Payment Provisions~~

~~Extensions of mains or service lines beyond the allowable investment will be made by the Company provided that the Applicant pays to the Company the excess cost of such main or service lines.~~

D

~~b. Adjustment of Allowable Investment and Payments~~

~~(i) Within one year after service is commenced to a Customer, the Company will determine if the annual usage determined in accordance with Section B (1) (e) above has been met.~~

D

~~(ii) If, based upon the above determination, there is a lesser allowable investment than that originally granted, and a payment is required in addition to the prior payment by the Applicant, if any, such additional shall be paid by the Applicant.~~

D

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA~~-TPUC NO. 2

SECONDDREVISED SHEET NO. 2 H

ISSUED: ~~JANUARY 3, 2011~~FEBRUARY 15, 2018      EFFECTIVE: ~~FEBRUARY 3, 2011~~SEPTEMBER 1, 2018  
ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONSTRA TPUC NO. 2

SECONDREVISED SHEET NO. 2 I

~~NON RESIDENTIAL MAIN AND SERVICE EXTENSIONS (Continued)~~

~~(iii) The Company may grant a reasonable extension of time for the Applicant to raise annual consumption to the level agreed upon, provided that the failure to reach that level of consumption was due to reasons beyond the control of the Applicant.~~

D

~~e. Refunds of Payments~~

~~If within three years after the original installation, additional customers are connected to the main, the Company shall refund or provide a credit to the customer(s) making the initial contribution, upon written request, an amount equal to the amount that new customers' allowable investment, computed as provide in Section B (1) above, exceeds the cost of the additional facilities required to serve the new customers. In no case shall the customer making the payment be refunded more than he/she paid.~~

D

~~If two or more customers make the initial contribution, any refund shall be prorated based on the amounts of the contributions provided by the initial customers.~~

D

~~d. One Service Line for a Single Premise~~

~~The Company will not install more than one service line to supply the premises of an individual Customer unless for the convenience of the Company or an Applicant requests an additional service line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional service line were not installed. When an additional service line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional service line, meter and regulating equipment at the costs provided in subparagraph B (1) above.~~

D

~~e. Relocation of Service~~

~~(i) When in the judgment of the Company the relocation of a service line, including metering and regulating facilities, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.~~

D

~~(ii) If relocation of a service line, including metering and regulating facilities, is for the convenience of the Applicant or the Customer, such relocation shall be performed by the Company at the expense of the Applicant or the Customer~~

D

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

TRA-TPUC NO. 2

FIRST REVISED SHEET NO. 2J

~~NON RESIDENTIAL MAIN AND SERVICE EXTENSIONS (Continued)~~~~C. Special Conditions~~~~(1) Contracts~~

~~The Applicant will be required to execute a contract covering the terms under which the Company will install mains, services, metering and regulating equipment in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for a period of five years, those appliances and items on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to take service or fails to consume sufficient gas to produce the Estimated Annual Revenues, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's non-residential main and service extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized.~~

D

~~(2) Periodic Review~~

~~The Company will periodically determine the system wide average costs of construction of mains, services, and metering and regulating equipment, and publish the average costs on April 1st of each year as Appendix A to this tariff and file those updates with the Tennessee Regulatory Authority with a proposed effective date of three months from the date of filing.~~

D

~~(3) Extension for Temporary Service~~

~~Extension for temporary service or for operations which in the Company's opinion are of a questionable permanence will not be made under this rule, but will be made in accordance with the rule pertaining to temporary service.~~

D

~~(4) Service From High Pressure Mains~~

~~Service shall be provided from a normal distribution facility of the Company. Company reserves the right, at its sole option, to refuse to extend facilities from any of its lines operating at pressures in excess of 125 pounds.~~

D

~~(5) Title to Facilities~~

~~Legal and equitable title to all mains installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment.~~

D

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA-TPUC~~ NO. 2

~~THIRD~~ FIFTH REVISED SHEET NO. 2F

~~NON-RESIDENTIAL MAIN AND SERVICE EXTENSIONS (Continued)~~

- a. ~~To extend the gas main or connect additional gas mains to any part of it.~~
- b. ~~To serve new additional Customers at any time through service connections attached to such main or to extended or connected gas mains.~~

D

D

~~(6) Exceptional Cases~~

~~In unusual circumstances when the application of this rule appears impractical or unjust to either party as a result of circumstances that result in the actual cost of constructing the facilities being materially different than the average costs specified in (B) above, actual costs may be used to determine the required Customer contribution. If application of this rule appears impractical or unjust to either party for other reasons the Company or the Applicant may refer the matter to the Tennessee Regulatory Authority for special ruling thereon prior to commencing construction.~~

D

~~D. Filings with the Authority~~

~~Any filings required to be made with the Authority as a result of this rule shall be filed with the Authority on April 1 of each year. In the event the accounting records necessary to make the required filings are not available to the Company prior to the April 1 filing deadline, the Company shall receive an additional 15 days to file upon filing a written extension request with the Authority prior to April 1.~~

D

MAIN AND SERVICE EXTENSIONS  
(RESIDENTIAL AND NON-RESIDENTIAL)  
(CONTINUED)

SERVICE LINE

Service lines from the main to the meter will be laid by the Company, and will at all times remain subject to the control of the Company. It is not contemplated that in running service lines the Company will put risers in buildings when meters are set above the first floor, in cases of this kind the Company will run the service line to the ground floor or to the basement, but all expenses through and beyond the first floor foundation wall shall be borne by the Customer. Service lines will be kept in repair by the Company at its own expense; but any alterations made necessary, such as changing of location, may be done at the Customer's expense. The Company does not in any case hold itself responsible for a stoppage, from frost or other cause, of the service lines or house lines. The Company will employ all reasonable means of clearing the lines to the meter, when stopped from any cause. All lines beyond or leading from the meter must be cleared at the Customer's expense.

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EXCESS FLOW VALVE

In accordance with applicable law and rules, existing single family residential, multifamily residences, and commercial Customers may request the Company to install an excess flow valve (EFV) or equivalent equipment, as determined in the Company's sole discretion for interrupting the flow of gas. The Customer shall reimburse the Company for the cost of installing an EFV (or equivalent equipment) when such installation is performed at the request of the Customer. The Company shall be entitled to collect a \_\_\_\_\_ deposit in the amount of the estimated cost of installation prior to initiating installation of the EFV.

M

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA-TPUC~~ NO. 2

~~THIRD-FOURTH~~ REVISED SHEET NO. 3

APPARATUS-EASEMENTS

Customer's Lines: All house lines and equipment except the Company's meters and accessories on the Customer's side of the point of delivery, necessary to utilize service furnished by the Company, must be installed and maintained by and at the expense of the Customer. The Customer's lines shall terminate at the point of delivery, in a manner satisfactory to the Company, for connection with the Company's lines or apparatus.

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Company Property: All service lines, apparatus, instruments, meters and materials supplied at the expense of the Company shall remain its property, and any other property installed at the expense of the Company, shall belong to the Company.

M

Inspection by Company: The Company is willing to assist the Customer by advice as to the installation of the Customer's apparatus and to examine the Customer's installation, and may refuse to make connection or to commence or continue service whenever such installation is not in proper condition; but no inspection by the Company, nor any failure by it to object to the Customer's installation, shall render the Company in any way liable for any damage or injury resulting from any defective installation made by the Customer.

M

Right of Way: The Customer shall make or procure satisfactory conveyance to the Company, without cost to the Company ~~of right of way~~ easement(s) across and upon the property owned and controlled by the Customer and any intervening property for the Company's lines and apparatus ~~across and upon the property owned and controlled by the Customer~~ are, - necessary or incidental to the furnishing of service to the Customer.

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Installation: For the purpose of determining the amount of gas used, a meter or meters shall be installed and maintained by the Company upon the Customer's premises; and, except as to outside locations heretofore or hereafter approved by the Company, the Customer shall provide free of expense to the Company, near the service entrance, a clean, dry, safe place for the meter and any necessary appurtenant device, which may be furnished by the Company. Where several buildings are supplied on one property, a centralized meter location may be required.

M

Notice to Discontinue: Notice by Customer to discontinue the supply of gas must be given the Company at least 24 hours in advance. The Customer will be held responsible for all gas consumed until such notice is given, including a reasonable time for securing the final reading of the meter.

M

TESTS AND ADJUSTMENTS

The Company, at any time upon the request of the Customers, will test the meter of such Customer within five days after receipt of such request, provided the Customer will accept the result of such test as a basis for the settlement of the Customer's account. If any such test shall show the average error of the meter to be less than 2%, the Customer shall pay the expense of the test; except that where the meter has not been tested at the request of the Customer within five (5) year period immediately preceding such request, the test will be made without charge to the Customer. The Company may at any time at its own expense test any of its meters. If on test of a Customer's meter, either by the Company or by the -Commission- such meter shall be found to have a percentage of error greater than 2%, the following provisions for the adjustment of bill shall be observed.

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CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

TRA-TPUC NO. 2

~~SECOND~~ THIRD REVISED SHEET NO4TESTS AND ADJUSTMENTS (Continued)

Fast Meters: When a meter is found to be fast in excess of 2%, the Company shall refund to the Customer an amount equal to the excess charged for the gas incorrectly metered. The period over which the correction is to be made shall be the time elapsed since the last previous test, provided, however, the period shall not exceed six (6) months. No part of the minimum service charge shall be refunded.

Slow Meters: When a meter is found to be slow in excess of 2%, the Company may make a charge to the Customer for the gas incorrectly metered. The period over which the correction is to be computed shall be the time elapsed since the last previous test, provided, however, the period shall not exceed six (6) months.

Failure to Register: If a meter is found not to register for any period, the Company will estimate and charge for the gas used by averaging the amounts registered over similar periods and under similar conditions preceding or subsequent thereto, or over corresponding periods in previous years.

Other Over Charges: If a customer has been overcharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of the meter, or other similar reasons, the amount of the overcharge shall be adjusted, refunded, or credited to the customer.

N

Other Undercharges: When a customer has been undercharged as a result of incorrect reading of the meter, incorrect application of the rate schedule, incorrect connection of the meter or other similar reasons, the amount of the undercharge may be billed to the customer

N

Company's Rights: The properly authorized employees of the Company shall at all times have the right of access to the premises into which gas has been introduced, for the purpose of examining the general service or to read, inspect, test, repair, replace or remove its meter or other equipment, or for such other purposes as may be necessary for the protection of the Company. In case of any willful, intentional, or unnecessary injury to or interference with the meter or any connection made to the house lines or services, the meter at the option of the Company may be removed, the service line cut off, and service discontinued.

CUSTOMER SECURITY DEPOSITS

Prior to rendering service, deposits will be required from those residential Customers whose credit history dictates that a deposit is needed. All other residential Customers will not be required to provide a deposit.

Prior to rendering service, payment security will be required of all commercial and industrial Customers. Commercial and industrial Customers shall be given the option of either providing an adequate Cash Deposit, Letter of Credit, Indemnity Bond or a Letter of Guarantee from a financially acceptable parent company.

Any deposit which is required to be provided by a Customer shall only be refunded upon the Customer's discontinuation of his service.

The Company may require a deposit not more in amount than the maximum charge for two (2) consecutive billing periods.

Interest shall accrue at the rate of 6% Per Annum. No interest shall accrue on deposits after service has been discontinued.

M



CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA-TPUC~~ NO. 2~~SECOND-THIRD~~ REVISED SHEET NO. 5CUSTOMER SECURITY DEPOSITS (Continued)

~~Interest shall accrue at the rate of 6% Per Annum. No interest shall accrue on deposits after service has been discontinued.~~

M

BILLS, PAYMENTS, NON-PAYMENTS

Payment of bills for service rendered must be received by the due date as stated on the Customer's bill which shall be approximately twenty-one (21) days from the date billed for cycle billed Customers and sixteen (16) days from the date billed for end-of-month Multi-Family Housing Service and Large Volume Commercial and Industrial Customers. The current month's bill for gas service shall be subject to a 5% late payment charge if payment is not received timely.

Payment of bills for service rendered to customers participating in the experimental voluntary summary bill program must be received by the due date as stated on the Customer's bill which shall be approximately fifteen (15) days from the date billed. The current month's bill for gas service shall be subject to a 5% late payment charge if payment is not received timely and the customer may be excluded from further participation in the summary bill program.

If the Customer shall fail to pay bill after it has become delinquent, the Company may, seven (7) days after notice to the Customer, discontinue service and apply any deposit made by the Customer in liquidation of such bill. Whenever the Company has issued a service suspension notice to a Customer for non-payment of a gas bill, the Company may make a charge of \$65.00 for the re-connection of service of Residential Customer and \$50.00 other customers, and will require a deposit.

~~Gas Service may be terminated~~ GAS SERVICE MAY BE TERMINATED:

## (1) By the Customer:

Unless otherwise provided, gas service may be terminated at any time by giving notice to Company; provided, however, anything contained in the provisions of the Company's ~~TRA-TPUC~~ Gas Tariff No. 1, and/or any Agreement for Sale of Gas or Special Contract to the contrary notwithstanding, a non-residential Customer shall have the right and privilege which he/she may exercise any time by giving written notice to Company to terminate gas service if such Customer shall have discontinued his operations and dismantled his plant, and such cancellation shall relieve Customer from the obligation to pay such minimum charge, if any, which might have become payable had such gas service not been terminated.

C

## (2) By the Company:

Service may be refused or discontinued for any of the reasons listed below. Unless otherwise stated, the Company shall comply with the notice requirements before service is discontinued. However, no service shall be discontinued on the day or a date preceding a day or days on which the services of the Company are not available to the general public for the purpose of reconnecting the discontinued service or during any 24-hour period, as measured from 8:00 am on the planned date of termination, where the forecasted low temperature, as determined by the National Weather Service, is 32 degrees Fahrenheit or below, except as provided in (a), (b), (c) and (d) below:

- a. Without notice in the event of a condition determined by the Company to be hazardous.

CHATTANOOGA GAS COMPANY  
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~~TRA~~-TPUC NO. 2

~~SECOND~~-THIRD REVISED SHEET NO. 5

- b. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

ISSUED: ~~MARCH 30, 2011~~FEBRUARY 15, 2018

ISSUED BY: ~~STEVE LINDSEY~~WENDELL DALLAS, VP

EFFECTIVE: ~~APRIL 30, 2011~~SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA~~-TPUC NO. 2

THIRD REVISED SHEET NO. 6

BILLS, PAYMENTS, NON-PAYMENTS (Continued)

- c. Without notice if there is evidence of tampering with the equipment furnished and owned by the Company
- d. Without notice if there is evidence of unauthorized use.
- ~~d.~~e. Without notice if the Customer fails to comply with a curtailment order.
- e.f. For violation of and/or non-compliance with the Company's rules on file with and approved by the ~~Authority~~ Commission.
- ~~f.~~g. (For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the ~~Authority~~ Commission.
- g.h. For failure of the Customer to permit the Company reasonable access to its equipment.
- ~~h.~~i. For non-payment of delinquent account.
- i. For failure of the Customer to provide the Company with deposit as authorized by Rule 1200-4-5.14.
- ~~i.~~k. If the Company has reasonable evidence that there is or may be a danger from the Customer or any occupant and/or invitee on the Customer's premise to Company personnel or agents who might be called to said premises in the course of their duties with the Company, including but not limited to any direct or implied threats against the Company or its personnel or agents from said Customer or occupant and/or invitee.

Gas service to any gas Customer may not be terminated by the Company without reasonable prior notice where required and the Customer being given reasonable opportunity to dispute the reasons for such termination.

- (3) It shall be unlawful for any person to obtain or attempt to obtain by use of any fraudulent scheme, device, means or method gas service, with intent to avoid payment of the lawful price, charge or toll therefor, or for any person to cause another to avoid such payment for such service, or for any person to assist another in avoiding payment for gas service, either through the making of multiple applications for service at one address, or otherwise.
- (4) Termination of gas service by either Customer or Company shall not relieve Customer from the obligation to pay Company for services rendered prior to the effective date of such termination.

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

TRA-TPUC NO. 2

THIRD ~~FOURTH~~ REVISED SHEET NO. 7MISCELLANEOUS REGULATIONS

The Customer Agrees:

- (1) To be responsible for all damages to, or loss of, the Company's property located upon his premises, unless occasioned by fire or by the Company's negligence. M
- (2) To use gas supplied through Company's meter only; and if such meter is found defective by the Company, the Company may repair or replace same. M
- (3) It is understood that the Company shall be under no duty to inspect, repair or maintain the service of other ~~non-Company owned~~ lines, connections, equipment or appliances located on the premises of the Customer. C  
M
- (4) Company shall have the right to terminate gas service after reasonable notice has been given for any Customer who may be in arrears for a period of seventeen (17) days or longer in paying for gas furnished and/or used by Customer at Customer's present or subsequent address, it being understood hereby that said seventeen (17) day period commences on date the bill as above defined was rendered. M
- (5) There is a charge for seasonal turn-ons and heating light-up service of \$65.00 for customers served under Residential Rate Schedule (R-1) and \$50.00 for customers served under all other Rate Schedules. M  
I
- ~~(6) Customers may elect seasonal suspension of service instead of seasonal disconnection. If a Customer elects seasonal suspension, the account will remain active and the meter will continue to be read. No bill will be issued until the monthly consumption exceeds 3 Therms per month. The first month that the consumption exceeds 3 Therms the seasonal suspension will be terminated and the Customer will be billed the Monthly Customer Charge for that month, the gas consumed during that month, and the gas consumed during for each month during the seasonal suspension period. The Customer will not be billed the seasonal turn-on and heating light up service charge.~~ D
- ~~(7)(6)~~ There is a \$65.00 charge for reconnection of service where service has been suspended for non-payment of a gas bill for customers served under Residential Rate Schedule (R-1) and \$50.00 for customers served under all other Rate Schedules. M
- ~~(8)(7)~~ Service Establishment Charges
  - A. For establishing an account for gas service to a Customer at a particular premises: M
    - (i) where there is an existing meter set at such premises installed to serve an occupant of the premises.....\$15.00
    - (ii) when there is no existing meter set at such premises, or where an existing meter set at such premises has been used only for temporary service to a builder, contractor or developer prior to occupancy of the premises.....\$25.00
  - B. The above charges do not apply to restorations of service subject to paragraph (5) or (7) above, nor to temporary service to a builder, contractor or developer prior to occupancy of the premises, nor to a rental unit subject to a contract with the landlord providing that gas service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the

ISSUED: ~~MAY 28, 2010~~ FEBRUARY 15, 2018EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

~~TRA~~-TPUC NO. 2

THIRD ~~FOURTH~~ REVISED SHEET NO. 7

payment of bills for gas service until an account is established in the name of a  
new tenant.

ISSUED: ~~MAY 28, 2010~~ FEBRUARY 15, 2018

ISSUED BY: ~~STEVE LINDSEY~~ WENDELL DALLAS, VP

EFFECTIVE: ~~JUNE 1, 2010~~ SEPTEMBER 1, 2018

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS

TRA-TPUC NO. 2

~~FOURTH~~FIFTH REVISED SHEET NO. 8MISCELLANEOUS REGULATIONS (Continued)

- ~~(9)~~(8) As a convenience to the Customer, the Company may at the Customer's option, receive payment through a third party service provider that processes payment by telephone. The third party service provider may collect directly from the Customer a separate charge for processing the payment M
- ~~(10)~~(9) If the Customer requests service as stated in (5), ~~(7)~~, and ~~or~~ (8) above at times other than the regular office hours of the Company the above stated service charges shall be at one and one-half (1 1/2) times the above stated regular rate. C
- ~~(11)~~(10) There is a \$20.00 service charge for Customer checks returned to the Company by the banks because of "Insufficient Funds". M
- ~~(12)~~(11) Notwithstanding any other provisions of these rules, the Company shall postpone the physical termination of gas service to a residential Customer for a period of thirty (30) days in the event a physician, public health officer, or social service official certifies in writing that discontinuation of the service will aggravate an existing medical emergency of the Customer or other permanent resident of the premises where service is rendered. During the thirty (30) day extension the Customer or other permanent resident of the premises where service is rendered shall be referred to social service agencies for investigation, confirmation of need and guarantee of payment. The Company shall supply Customers with names of agencies providing assistance. M
- ~~(13)~~(12) All Customers shall be provided with the option of a Third Party Notification Service and shall be notified annually by the Company of its availability. The Third Party Notification Service will provide any Customer with the opportunity to designate a Third Party who will receive a duplicate of any termination notice. M
- (13) Company shall increase the present level of Contributions-In-Aid-of-Construction and Customer Advances-for-Construction by the Income Tax Gross-up Factor of -17.25%. M  
~~Company shall increase the present level of Contributions In Aid of Construction and Customer Advances for Construction by 33% to implement the effect of the Tax Reform Act of 1986.~~ C
- (14) Company shall have the right to make other or additional rules and regulations at any time, and the furnishing of gas hereunder shall not constitute a waiver of any prior or present claim or right held by Company against Customer. M

CHATTANOOGA GAS COMPANY  
RULES & REGULATIONS~~TRA-~~TPUC NO. 2THIRD ~~FOURTH~~ REVISED SHEET NO. 9POLICY ON SERVICE CHARGES

The general types of service which the Company shall provide on a charge or no-charge basis are listed below but are not necessarily limited to the following:

M

I. CHARGE SERVICE

1. Cleaning of gas lights and gas grills
2. Replacement of air filters furnished by Customer
3. Disconnecting and reconnecting ranges
4. Pumping and pressurizing air conditioners
5. Cleaning pilots and/or burners
6. Seasonal turn-ons and heating light-up service
7. All service orders where parts are installed
8. Replacement of mantles and glass for gas lights
9. Sending collector to Customer's premises to collect past due gas bill to avoid turn-off of service for non-payment
10. Reconnection of service where service has been suspended for non-payment of a gas bill
11. Service Establishment Charges

M

II. NO CHARGE SERVICE

M

1. Meter Orders
  - a. Remove
  - b. Change (does not include relocation of meters at Customer's request)
  - c. Turn-off
2. Safety Inspections (new Customer and/or new equipment)
3. Leak Investigation
4. High-bill Investigations
5. Confirmation of meter reads
6. Gas-air adjustments (where no cleaning is required)
7. Any trouble call resulting from low pressure caused by Company's distribution system
8. Relighting appliances after interruption of gas due to Company convenience (construction, etc.)

# LUNA LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

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J. W. Luna

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September 26, 2017

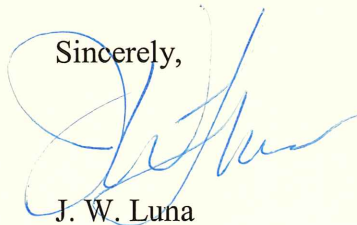
Mr. David Jones, Chairman  
c/o Sharla Dillon – Docket Room  
Tennessee Public Utility Commission  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

Re: Report of Chattanooga Gas Company  
Docket No. 09-00183; Petition of Chattanooga Gas Company for Approval of Its  
Rates and Charges, Modification of Its Rate Design and Revised Tariff

Dear Chairman Jones:

Attached is the Report of Chattanooga Gas Company on the trial AUA with  
Recommendations. This filing is being made pursuant to the Amended Procedural Schedule  
dated August 9, 2013, in Docket No. 09-00183.

Sincerely,



J. W. Luna

/cb

cc: Monica Smith-Ashford, Deputy General Counsel  
Tennessee Public Utility Commission

Vance Broemel, Senior Counsel  
Tennessee Attorney General, Consumer Protection and Advocate Division



**BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION**  
**Chattanooga Gas Company**  
**Docket 09-00183**

Report of Impact of Trial AUA on Chattanooga Gas Company and Customers  
Served Under Rate Schedules R-1 (Residential General Service) and Rate  
Schedule C-1 (Small Commercial and Industrial General Service)

**Background**

On November 16, 2009, Chattanooga Gas Company, Inc. ("Company" or "CGC") filed a general rate case (Docket 09-00183) before the Tennessee Public Utility Commission ("TPUC") (formerly known as the Tennessee Regulatory Authority ("TRA")). Among its various requests, CGC proposed an energySMART conservation program to promote conservation and to assist customers in reducing usage pursuant to the public policy established by the General Assembly in 2009 and codified at T.C.A. § 65-4-126.<sup>1</sup> The proposed energySMART program consisted of ten components including a Community Outreach and Customer Education component, and a Free Residential Programmable Thermostat component.

Concurrently with the request for approval of the energySmart program, CGC proposed that the Weather Normalization Adjustment ("WNA") mechanism be replaced with an Alignment and Usage Adjustment ("AUA") mechanism. The proposed AUA would adjust base (non-gas) rates not only for the impact of weather deviating from normal, but also for the impact of conservation and other factors that result in actual customer usage being different from the calculated usage used for the purposes of establishing rates in the rate case. CGC requested the adoption of the AUA in order for it to actively promote customer conservation efforts without adversely impacting the ability to recover its cost to provide service. The rate case, including the AUA proposal, was heard on April 12, 2010, April 13, 2010, and April 26, 2010, before Chairman Sara Kyle, Director Eddie Roberson, and Director Mary W. Freeman, the panel of TRA Directors designated to hear and decide the case.

At its May 24, 2010 Conference, the panel considered the matter and approved, on a three year trial basis, a modified version of the requested AUA mechanism. As approved, the modified trial AUA would be applicable to customers served under CGC's (R-1) Residential General Service and (C-1) Small Commercial and Industrial General Service Rate Schedules

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<sup>1</sup> **65-4-126. State policy on using energy more efficiently.**

The general assembly declares that the policy of this state is that the Tennessee regulatory authority will seek to implement, in appropriate proceedings for each electric and gas utility, with respect to which the authority has rate making authority, a general policy that ensures that utility financial incentives are aligned with helping their customers use energy more efficiently and that provides timely cost recovery and a timely earnings opportunity for utilities associated with cost-effective measurable and verifiable efficiency savings, in a way that sustains or enhances utility customers' incentives to use energy more efficiently.

only and the WNA would be continued for the R-2 and C-2 classification. As approved, the amounts accrued to be recovered from the AUA in a single year is limited to 2% of the gross margin from the applicable Rate Schedule. Concurrent with the approval of the AUA on a trial basis, the TRA also approved, for the same three year period, the Community Outreach and Customer Education component of the Company's conservation program funded at 50% of the level proposed by CGC. The panel also approved the Free Residential Programmable Thermostat component as proposed.

In approving these conservation programs, the TRA directed its Staff to work with the National Regulatory Research Institute ("NRRI") to establish a set of measures sufficient to evaluate the Residential Programmable Thermostat and the Community Outreach and Customer Education programs. With respect to the AUA, the TRA directed that at the end of the three-year trial period, the Company would provide a report to the Authority on the AUA mechanism that would address the impact and effect of the AUA on both consumers and the Company and include recommendations whether the AUA mechanism should be continued. (See, November 8, 2010, Order in Docket 09-00183).

### **Extension of Trial**

After three years, the measures to evaluate the Residential Free Programmable Thermostat and the Community Outreach and Customer Education components of the conservation program had not yet been developed. To provide additional time to evaluate the programs, on April 25, 2013, CGC filed a motion and a proposed tariff to extend the AUA trial and the related components of the energySMART conservation program for an additional three years and to change the cap on the amount to be recovered annually through the AUA from 2% of the margin to 2% of gross revenue from the applicable Rate Schedules.

At the June 17, 2013 Authority Conference, Chairman James M. Allison, Vice Chairman Herbert H. Hilliard, and Director David F. Jones, the panel of Directors considering the filing, found that an evidentiary hearing was needed before considering an increase in the annual cap, and that information related to the thermostat and consumer education programs was needed before the panel would consider an extension of the AUA mechanism. The Authority suspended CGC's April 25, 2013, tariff filing, appointed the General Counsel or her designee as Hearing Officer to prepare the matter for hearing, and directed CGC to file tariffs maintaining the existing AUA mechanism in the interim period. Accordingly, CGC's requested modifications to its conservation programs were not approved. On June 20, 2013 CGC filed the revised tariffs continuing the AUA trial as directed.

On August 9, 2013 the Hearing Officer issued an Order adopting the following Procedural Schedule:

(Summary continues on next page.)



	TRA Staff Report
45 Days After the TRA Staff Report is Filed	Chattanooga Gas Company's Report on the AUA Mechanism, including its impact and effect on both consumer classes and the Company, and Recommendations as to whether the AUA Mechanism should be continued (See Nov. 8, 2010 TRA Order (Docket 09-00183), at p. 57.)
30 Days After CGC's Report is Filed	TRA Party Staffs, CAPD's, and Any Other Intervening Party's Position Papers on CGC's Report and Recommendations
2 Business Days Prior to the Status Conference	Parties' Joint Proposed Issues List and Procedural Schedule Going Forward (If after engaging in discussion and attempting to reach agreement, any party is unable to agree as to either the issues or a procedural schedule, such party shall separately file a proposed issues list and/or proposed procedural schedule.)
TBD	Status Conference to Discuss Procedural Schedule Going Forward and Issues List

On January 10, 2017 the NRRI's reported titled "Evaluating Chattanooga Gas Company's 2012-13 Energy Efficiency Programs and Ideas for Evaluating Future Energy Efficiency Programs in Tennessee" was filed in Docket 09-00183. On September 19, 2017 the TPUC Staff filed its report.

The following is Chattanooga Gas Company's Report on the AUA Mechanism, including its impact and effect on both consumer classes and the Company, and recommendations as to whether the AUA Mechanism should be continued.

### **Alignment and Usage Mechanism**

As explained in the November 8, 2010 Order in Docket 09-00183, the AUA Mechanism was designed to assist CGC in maintaining a more constant revenue stream to recover its cost to serve customers by allowing the Company to recover the average revenue per customer and to address any change in the customers' actual usages from the levels adopted for setting CGC's rates.

To accomplish this, the average revenue amount per customer was calculated for the R-1 and C-1 Rate Schedules for each month using approved rates and billing determinants adopted in the rate case. These monthly amounts are the benchmarks that are compared to the actual revenues per customer on a monthly basis to determine the amount subject to recovery through the AUA mechanism. Since the AUA mechanism adjusts for all variances including that caused by the actual weather departing from normal, the Weather Normalization Adjustment (WNA) mechanism for the R-1 and C-1 Rate Schedules was suspended during the AUA test.

Mechanisms for weather normalization adjustments have been in place for Tennessee's three largest local distribution companies since 1991 and as noted below, the WNA remains in effect for all of CGC's other residential and small commercial rate schedules.

**Impact on Customers and Company**

In the Order, the Company was directed to provide a report to the Authority on the AUA mechanism, including its impact and effect on both consumer classes and the Company at the end of the trial period. Overall, the AUA has not met its objectives or served the best interests of Customers or the Company. The following table provides a summary of the impact on Customers and the Company for the period of June 1, 2010-May 31, 2017.

(Table continues on next page.)

## Chattanooga Gas Company, AUA Report, Page 5 of 8

Row/ Column	A	B	C	D	E	F
1		R-1				
2	12 Months Ended May 31	Authorized Margin	Actual Margin	Revenue (Short Fall) or Excess	Amount (Refunded) or Surcharged	Net Revenue Cumulative (Short Fall) or Excess Excluding Interest
3	2011	\$13,320,163	\$13,600,123	\$279,959	\$0	\$279,959
4	2012	13,380,512	12,713,076	(667,435)	(200,598)	(588,074)
5	2013	13,475,297	13,551,436	76,139	289,616	(222,318)
6	2014	13,591,063	14,161,261	570,198	306,014	653,893
7	2015	13,710,622	14,155,195	444,573	(249,135)	849,332
8	2016	13,858,617	13,288,363	(570,254)	(220,699)	58,379
9	2017	14,021,304	13,107,270	(914,033)	(39,404)	(895,059)
10		\$95,357,578	\$94,576,724	(\$780,853)		
11						
12		C-1				
13	12 Months Ended May 31	Authorized Margin	Actual Margin	Revenue (Short Fall) or Excess	Amount (Refunded) or Surcharged	Net Revenue Cumulative Short Fall Excluding Interest
14	2011	\$3,507,637	\$3,388,159	\$119,478	\$0	\$(119,478)
15	2012	3,521,635	3,092,573	(429,062)	48,492	(500,048)
16	2013	3,554,948	3,397,779	(157,170)	78,925	(578,293)
17	2014	3,599,156	3,800,877	201,721	87,213	(289,360)
18	2015	3,539,124	3,562,007	22,883	65,982	(200,495)
19	2016	3,519,032	3,150,069	(368,963)	52,687	(516,772)
20	2017	3,556,069	3,121,499	(434,570)	58,217	(893,125)
21		\$24,797,601	\$23,512,962	(\$1,284,639)		
22						
23	Grand Total, Cumulative R-1 and C-1 Net Revenue Short Fall Excluding Interest:					(\$1,788,184)

As this data shows, there are three fundamental problems with the AUA.

First, in general, the AUA has resulted in a significant cumulative short fall in revenue for both the R-1 and C-1 classes, \$895,058 and \$893,125, respectively. In other words, after seven years, customers have not paid enough for the gas they have received – in the aggregate,



\$1,788,194 less than they should have. And because of the 2% cap each year, even if there are no short falls in future years (which is unlikely), it will take years of surcharges for CGC to collect the cumulative shortfall from customers. Given the variability in weather, and the significant adverse consequences of a warm winter, the under-recovery due from customers can be so significant in one year that it can take many years for the Company to get paid back even if the weather in subsequent years is more in line with expectations, and wild swings in weather can only exacerbate the problem.

Second, for the R-1 customers, as is reflected in cells D3 to D9, the revenues collected are significantly out of synch each year with the authorized margin, and the order of magnitude for the short fall or excess each year has involved significant dollars. Moreover, the swing from excess to short fall for 2015 to 2016 is approximately one million dollars. Worse still, the 2017 shortfall alone is nearly one million dollars. While R-1 customers have had four years of paying too much, this has been more than offset by the three years where there were short falls. Given the substantial size of the \$914,033 shortfall for 2017, only \$262,145.41 can be surcharged to customers during the next recovery period due to the 2% cap. The bottom line is that net cumulatively, R-1 customers still have a short fall of \$895,058.92 they owe to the Company. This is unreasonable and unfair for CGC and its customers.

Third, the situation for the C-1 customers has been more consistent, but equally problematic. The cumulative shortfalls have resulted in a surcharge every year after the first year, even though two years (2014 and 2015, cells D17 and D19) CGC collected revenues in excess of the revenue requirement. However, C-1 customers continued to be surcharged because of the 2% cap that limits annual surcharges or refunds. Thus, as is reflected in cells E15 to E20, the carryover from prior short falls has resulted in a surcharge every year. Today, C-1 customers still owe CGC \$893,125. Given the smaller C-1 customer base, it will take significantly longer for CGC to recover this shortfall due to the 2% cap.

### **AUA Conclusion and Recommendation**

In assessing the overall AUA program as a whole, the original goals and objectives are not being met for either customer class. The AUA has not resulted in timely adjustments to customers' bills because adjustments are made once a year instead of monthly. This results in a regulatory timing disparity for the AUA customers because there is a significant disconnect between when events occur and when the corresponding adjustments are made. The extreme and unpredictable weather conditions experienced in the CGC service area over the last several years have exacerbated the annual adjustments by creating significant over or under-recoveries. Moreover, the 2% cap has limited the ability of the Company to timely collect authorized revenue short falls and to refund over-collections, which unnecessarily lengthens the recovery process and increases the regulatory disconnect between use and payment. Assuming no future over-recovery or short falls, it will take years to collect the current deficiencies owed to CGC from its R-1 and C-1 customers.

Under the WNA, which remained applicable to other residential and small commercial rate schedules, adjustments are made immediately based on the actual weather during the billing period. This means bill adjustments are made contemporaneously with the events that are

causing the surcharge or refund, which is more easily understood by customers. In addition there is no opportunity to accumulate a significant debt, whether owed by the Company to customers where there is an excess of revenues, or in a surcharge where there is a shortfall in collections.. With the AUA, the adjustment comes a year or more later than the events that caused the adjustment, and as shown above there can be significant accumulations of over or under-recoveries of authorized revenues. As a result, Chattanooga Gas Company recommends that the AUA trial be terminated and the WNA be reactivated for both Rate Schedules R-1 and C-1.

To reactivate the WNA, Tariff Sheets 1A and 10A require revision by replacing:

“Bills for gas service hereunder shall be subject to the provisions of the Alignment and Usage Adjustment (AUA) as approved by the Tennessee Regulatory Authority”

with

“Bills for gas service hereunder shall be subject to the provisions of the Weather Normalization Adjustment (WNA) Rider (Docket No. 91-01712) as approved by the Tennessee Public Utility Commission.”

In addition the following WNA factors, that were developed in the rate case, Docket 09-00183, would be inserted on Tariff Sheet 49A.

RATE SCHEDULE	WEIGHTED BASE RATE (\$/THERM) (Table Note 1)	HEAT SENSITIVE FACTOR - HSF (THERM) (Table Note 2)	BASE LOAD - BL (THERM) (Table Note 2)
(R-1) RESIDENTIAL GENERAL SERVICE Winter (November – April)	\$.115910	.16990	9.309
(C-1) SMALL COMMERCIAL AND INDUSTRIAL GENERAL Winter (November – April)	\$.185810	.27570	28.058

Table Note 1: The Weighted Base Rate (\$/Therm) are the approved base rates for the applicable Rate Schedules as approved in Docket 09-00183.

Table Note 2: The work papers showing the development of the WNA factors were filed in Minimum Filing Guidelines Item #35, in Docket 09-00183.

The appropriate revised tariff sheets are attached reflecting these changes and the reinstitution of the WNA for the R-1 and C-1 customer classes.

### **Recommended Treatment of the Accumulated Deferred Revenue**

In Docket 09-00183 the TRA directed that the cost of the Free Residential Thermostat and the Community Outreach and Customer Education components of the energySMART program, the cost of NRRI's assistance to the Staff in developing the measures to evaluate the conservation programs, the required research and development funding, and the legal expense incurred in Docket 07-00224 be recovered by CGC from the Customers' share of the of the revenue generate by CGC's asset manager and collected through CGC's IMCR tariff provision. CGC recommends that the deferred revenue or credit that remains at the termination of the AUA trial be treated in the same manner and credited to or recovered by CGC from the Customers' share of the revenue generated by CGC's asset manager and off-system sales of LNG and collected through the IMCR tariff provision. This will provide the best means of efficiently and effectively refunding any credit or recovering a deficit.



CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

FIRST REVISED SHEET NO.57

**ALIGNMENT AND USAGE ADJUSTMENT  
(AUA) RIDER**

**APPLICABILITY**

The Alignment and Usage Adjustment (AUA) shall adjust the rates for the applicable Rate Schedules to reconcile actual base revenue recoveries per customer to the benchmark level established by the Tennessee Regulatory Authority. The AUA shall apply to the following Rate Schedules:

- R-1: Residential General Service
- C-1: Commercial and Industrial Small General Service

**PURPOSE**

The purpose of the AUA is to establish on an annual basis a base revenue adjustment, positive or negative, to permit the Company to recover the approved level of base revenues per customer. The AUA provides the Company with the proper incentive to promote conservation and energy efficiency by ensuring that the Company neither over-collects or under-collects base revenues due to changes in average customer consumption levels in between base rate case proceedings.

**DEFINITIONS**

For Purpose of this Rider:

**“Actual Base Revenue per Customer”** shall be determined on a monthly basis by dividing the actual base revenue for a Customer Class Group by the respective Actual Number of Customers as recorded on the Company’s books.

**“Actual Number of Customers”** shall be determined on a monthly basis for each Customer Class Group to which the AUA applies. The Actual Number of Customers shall equal the aggregate actual booked number of customers for the month as recorded on the Company’s books of account.

**“Benchmark Base Revenue per Customer”** shall mean the allowed average Revenue Per Customer (“RPC”) for a given month and Customer Class Group.

**“Calculation Period”** shall be the twelve consecutive months from June 1 of one calendar year through May 31 of the following calendar year.

**“Commission”** shall mean the Tennessee Public Utility Commission

**“Customer Class”** shall mean the group of customers all taking service pursuant to the same Rate Schedule.

**“Customer Class Group”** shall mean the group of Rate Schedules combined for purposes of calculating the Revenue Normalization Adjustment amounts. For purposes of determining and applying the AUA, customers shall be aggregated into two separate Customer Class Groups as follows:

- Customer Class Group I: Residential customers taking service pursuant to Rate Schedule R-1
- Customer Class Group II: Commercial & Industrial customers taking service pursuant to Rate Schedules C-1

CHATTANOOGA GAS COMPANY  
GAS TARIFF  
TPUC NO. 1

FIRST REVISED SHEET NO.57 A

**ALIGNMENT AND USAGE ADJUSTMENT  
(AUA) RIDER  
(Continued)**

**“Recovery Period”** shall mean the twelve month period beginning on the August 1st of one calendar year immediately following the conclusion of the Annual Period through July 31<sup>th</sup> of the following calendar year.

**“Revenue per Customer”** shall mean the average total base revenues divided by the corresponding number of customer bills.

**“Relevant Rate Order”** shall mean the final order of the Commission in the most recent litigated rate case of Chattanooga Gas Company (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.

**BENCHMARK BASE REVENUE PER CUSTOMER**

The Benchmark Base RPC shall be determined separately for each month and Customer Class Group. The Benchmark Base RPC for the applicable Customer Class Group shall be determined by first multiplying the then effective base rates for each Customer Class by the corresponding test period billing determinants utilized to design base rates to yield benchmark base revenues by Customer Class. The base rates and the associated billing determinants shall be those established by the Authority in the Company’s most recent base rate case pursuant to a Relevant Rate Order. The resulting benchmark base revenues by Customer Class for all Rate Schedules within the same Customer Class Group shall be added together and divided by the total test period number of customers for the corresponding Customer Classes in order to yield the applicable Benchmark Base RPC. The Benchmark Base RPC for each Customer Class Group by month are as follows:

<u>Month</u>	<u>Residential (R-1)</u>	<u>Commercial (C-1)</u>
June	\$20.03	\$38.74
July	20.12	38.11
August	20.02	38.00
September	20.03	38.19
October	20.62	39.40
November	27.62	52.22
December	33.70	70.92
January	39.22	95.82
February	39.01	98.02
March	34.27	80.04
April	28.51	60.24
May	21.45	42.11
Total-Annual	\$324.60	\$691.82

CHATTANOOGA GAS COMPANY  
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**ALIGNMENT AND USAGE ADJUSTMENT**  
**(AUA) RIDER**  
**(Continued)**

**CALCULATION OF AUA ADJUSTMENT**

At the end of the Calculation Period, the Company shall determine for each Customer Class Group the base revenue deficiency or excess to be surcharged or credited to customers pursuant to the AUA mechanism. The revenue deficiency or excess shall be calculated by subtracting the Actual Base Revenue per Customer from the Benchmark Base Revenue per Customer for each month and multiplied by the corresponding monthly Actual Number of Customers. The AUA Revenue Adjustment shall be aggregated for all months during the Calculation Period.

The AUA shall be computed for each Customer Class Group pursuant to the following formula:

$$AUA_{cg} = \frac{((BRPC - ARPC) * \sum_{n=1}^{n=j} ACUSTS) + I + RA}{TVOL}$$

**Where**

$AUA_{cg}$	=	The Revenue Decoupling Adjustment for the Customer Class Group.
$ARPC$	=	The Actual Base Revenue Per Customer for the applicable Customer Class Group and month for the most recently completed Calculation Period.
$BRPC$	=	The Benchmark Base Revenue Per Customer for the applicable Customer Class Group and month.
$j$	=	The total number of Rate Schedules included in the Customer Class Group.
$ACUSTS$	=	The Actual number of customers for the applicable Customer Class Group and month for the most recently completed Calculation Period.
$I$	=	Interest on the end-of-month AUA Account balance. The interest rate for each month used shall be the prime rate value published in the “Federal Reserve Bulletin” or in the Federal Reserve's “Selected Interest Rates” for the month preceding the month of the Calculation Period.
$RA$	=	Reconciliation Adjustment for prior period over or under-recovery of the AUA for the applicable Customer Class Group.
$TVOL$	=	Forecast throughput Volumes inclusive of all firm sales and firm transportation throughput for the applicable Customer Class Group.

This Alignment and Usage Adjustment (AUA) Rider shall be effective for the Calculation Periods with the first beginning June 1, 2010 and the corresponding Recovery Period with the first beginning August 1, 2011.

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**ALIGNMENT AND USAGE ADJUSTMENT**  
**(AUA) RIDER**  
**(Continued)**

**RECONCILIATION OF AUA REVENUE RECOVERIES**

The revenues billed, or credits applied, net of taxes and assessments, through the application of the AUA Rate shall be accumulated for each month of the Recovery Period and applied against the AUA revenue excess or deficiency from the Calculation Period. The excess or deficiency shall include any cumulative balances remaining from prior periods. Any balance existing at the conclusion of the Recovery Period, positive or negative, shall be reflected as a Reconciliation Adjustment to be included in the AUA for the subsequent Recovery Period. The amount to be recovered through the AUA in any one Recovery Period shall not exceed 2% of total margin for the corresponding Calculation Period.

**FILING WITH AUTHORITY**

No later than July 1<sup>st</sup> of each year, the Company will file with the Authority for approval of rates to be effective under the AUA Rider accompanied by the computations and information required by this Rider.