

25-00028

1 **Q. Please state your name, position and business address.**

2 A. My name is Ashley K. Vette, Manager of Rates and Tariff Administration for Southern
3 Company Gas, 10 Peachtree Place NE, Atlanta, Georgia 30309.

4 **Q. Are you the same Ashley Vette who previously filed direct testimony in this**
5 **proceeding?**

6 A. Yes, I am.

7 **Q. What is the purpose of your supplemental testimony?**

8 The purpose of my supplemental testimony is to provide the Commission with an overview
9 of the rate adjustments proposed based upon the Settlement Agreement between CGC and
10 the Consumer Advocate to be filed in this proceeding no later than July 25, 2025, along
11 with updated versions of Exhibits AV-1, AV-2 and AV-3 that were filed on April 21, 2025.
12 Exhibit AV-4, the revised version of Exhibit AV-1, provides a comparison of current rates
13 with updated proposed rates. Exhibits AV-5 and AV-6, the revised versions of Exhibits
14 AV-2 and AV-3, provide updated clean and redline Tariff Sheets.

15 **Q. What is the amount of the proposed increase based on the Settlement Agreement you**
16 **referenced?**

17 A. As reflected in Exhibit TW-3, the proposed increase is \$3,835,191.

18 **Q. What would the proposed percent increase in rates be based on the amount of the**
19 **proposed total rate increase under the terms of the Settlement Agreement?**

20 A. The average annual base rate increase for customers served at tariff rates would be
21 approximately 5.7% as shown on Schedule 17.1 of Exhibit TW-3.

22 **Q. How do the revised proposed rates impact the bills for customers served under the**
23 **Residential Rate Schedule?**

1 A. The current and revised proposed Residential (R-1) rates under the Settlement Agreement
2 are:

	Current		Proposed	
	Winter	Summer	Winter	Summer
Customer Charge	\$32.50	\$26.80	\$34.30	\$28.30
Volumetric Rate/Therm	\$0.22429		\$0.23775	

3
4 **Q. What is the difference in the average impact on a residential customer's bill?**

5 A. The proposed rates under the terms of the Settlement Agreement will result in an average
6 monthly increase of \$2.34, effective September 1, 2025.

7 **Q. How are the commercial (C-1) customers impacted?**

8 A. The impact on customers served under the C-1 Rate Schedule would be an average \$4.96
9 increase in the monthly bill effective September 1, 2025.

10 **Q. Does this conclude your supplemental testimony?**

11 A. Yes.

	A	B	C	D	E
1			CURRENT BASE RATES EFFECTIVE 9/1/2024		PROPOSED BASE RATES
2	R-1	WINTER (NOV - APR)			
3	Residential	Base Use Charge/Bill	\$32.50		\$34.30
4	General Service	Commodity Charge/Therm	\$0.22429		\$0.23775
5					
6		SUMMER (MAY - OCT)			
7		Base Use Charge/Bill	\$26.80		\$28.30
8		Commodity Charge/Therm	\$0.22429		\$0.23775
9					
10	Non-Metered Gas Light	18 Therm per Light per Month	\$0.22429		\$0.23775
11					
12	R-4	WINTER (NOV - APR)			
13	Multi-Family	Base Use Charge/Unit	\$11.90		\$12.60
14	Housing Service	Commodity Charge/Therm	\$0.41898		\$0.44210
15					
16		SUMMER (MAY - OCT)			
17		Base Use Charge/Bill	\$11.90		\$12.60
18		Commodity Charge/Therm	\$0.37244		\$0.39299
19					
20	Air Conditioning	SUMMER (MAY - OCT)			
21		Flat Rate / Therm	\$0.07553		\$0.07976
22					
23	C-1	WINTER (NOV - APR)			
24	Commercial & Industrial	Base Use Charge/Bill	\$59.90		\$63.30
25	General Service	Flat Rate / Therms	\$0.35703		\$0.37759
26					
27		SUMMER (MAY - OCT)			
28		Base Use Charge/Bill	\$51.70		\$54.60
29		Flat Rate / Therms	\$0.28025		\$0.29639
30					
31	Non-Metered Gas Light (C-1 & C-2)	WINTER (NOV - APR)			
32		18 Therm per Light per Month	\$0.35703		\$0.37759
33					
34		SUMMER (MAY - OCT)			
35		18 Therm per Light per Month	\$0.28025		\$0.29639
36					
37	Air Conditioning	SUMMER (MAY - OCT)			
38		Flat Rate / Therm	\$0.07553		\$0.07976
39					

	A	B	C	D	E
40	C-2				
41	Medium Commercial	WINTER (NOV - APR)			
42	and Industrial General	Base Use Charge/Bill	\$144.40		\$152.60
43	Service	First 3,000 Therms	\$0.36297		\$0.38340
44		Next 2,000 Therms	\$0.33143		\$0.35009
45		Next 10,000 Therms	\$0.32287		\$0.34104
46		Over 15,000 Therms	\$0.16762		\$0.17706
47					
48		SUMMER (MAY - OCT)			
49		Base Use Charge/Bill	\$144.40		\$152.60
50		First 3,000 Therms	\$0.28525		\$0.30131
51		Next 2,000 Therms	\$0.22671		\$0.23947
52		Next 10,000 Therms	\$0.21142		\$0.22332
53		Over 15,000 Therms	\$0.16759		\$0.17702
54					
55	Air Conditioning	SUMMER (MAY - OCT)			
56		Flat Rate / Therm	\$0.07553		\$0.07976
57					
58	Demand Charge	Rate per Unit of Billing Demand			
59		Per Dth	\$12.00		\$12.70
60					
61	F-1	Base Use Charge	\$577.40		\$610.20
62	Large Volume	Demand Charge / Demand Unit	\$12.00		\$12.70
63	Firm Service	Commodity Charge / Dth			
64		First 1,500 Dths	\$1.5568		\$1.6441
65		Next 2,500 Dths	\$1.3294		\$1.4038
66		Next 11,000 Dths	\$0.7553		\$0.7976
67		Over 15,000 Dths	\$0.4663		\$0.4924
68					
69					
70	I-1	Base Use Charge	\$577.40		\$610.20
71	Interruptible Service	Commodity Charge/Dth			
72		First 1,500 Dths	\$1.5568		\$1.6441
73		Next 2,500 Dths	\$1.3294		\$1.4038
74		Next 11,000 Dths	\$0.7553		\$0.7976
75		Over 15,000 Dths	\$0.4663		\$0.4924
76					
77					

	A	B	C	D	E
78	T-1	Customer Charge	\$577.40		\$610.20
79	Interruptible Transportatic	Transportation Charge/Dth			
80	Service	First 1,500 Dths	\$1.5568		\$1.6441
81		Next 2,500 Dths	\$1.3294		\$1.4038
82		Next 11,000 Dths	\$0.7553		\$0.7976
83		Over 15,000 Dths	\$0.4663		\$0.4924
84					
85		System Capacity Charge/Dth	\$2.7000		\$2.8500
86					
87	T-2	Customer Charge	\$577.40		\$610.20
88	Interruptible Transportatic	Demand Charge/Demand Unit	\$12.00		\$12.70
89	Service with Firm Backup	Transportation Charge/Dth			
90		First 1,500 Dths	\$1.5568		\$1.6441
91		Next 2,500 Dths	\$1.3294		\$1.4038
92		Next 11,000 Dths	\$0.7553		\$0.7976
93		Over 15,000 Dths	\$0.4663		\$0.4924
94					
95	T-3	WINTER (NOV - APR)			
96	Low Volume Transport	Base Use Charge/Bill	\$144.40		\$152.60
97	General Service	First 3,000 Therms	\$0.36297		\$0.38340
98		Next 2,000 Therms	\$0.33143		\$0.35009
99		Next 10,000 Therms	\$0.32287		\$0.34104
100		Over 15,000 Therms	\$0.16762		\$0.17706
101					
102		SUMMER (MAY - OCT)			
103		Base Use Charge/Bill	\$144.40		\$152.60
104		First 3,000 Therms	\$0.28525		\$0.30131
105		Next 2,000 Therms	\$0.22671		\$0.23947
106		Next 10,000 Therms	\$0.21142		\$0.22332
107		Over 15,000 Therms	\$0.16759		\$0.17702
108					
109	Demand Charge	Rate per Unit of Billing Demand			
110		Per Dth	\$12.00		\$12.70
111					

CHATTANOOGA GAS COMPANY

2207 OLAN MILLS DRIVE

CHATTANOOGA, TENNESSEE 37421

TENNESSEE PUBLIC UTILITY COMMISSION NO. 1

GAS TARIFF

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>Summer</u>
	<u>Net Rate</u>	<u>Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u>	\$34.30	\$28.30
<u>Commodity Charge</u>	23.775¢ Per Therm	23.775¢ 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 and fees 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

THIRTEENTH REVISED SHEET NO.5

RATE SCHEDULE R-4
Multi-Family Housing Service

AVAILABILITY

Service under this Rate Schedule is available to customers using gas for Multi-family residential housing who contract for gas service for a period of not less than one year. The provision of service under this Rate Schedule 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. For the purposes of this Rate Schedule, Multi-family residential housing shall mean five or more permanent residential dwelling units located on the same Premises which are leased, rented, or managed by the same person and served through a central gas meter. Residential and non-residential service shall not be combined in a single meter installation.

MONTHLY BASE RATE

	<u>Winter Net Rate</u>	<u>Summer Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u> (Per Dwelling Unit Connected)	\$12.60/ Unit	\$12.60/ Unit
<u>Commodity Charge</u>	44.210¢ Per Therm	39.299¢ Per Therm
<u>Air-Conditioning Commodity Charge</u>		7.976¢ 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 Rules and Regulations and applicable taxes and fees 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.

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: APRIL 21, 2025

EFFECTIVE: SEPTEMBER 1, 2025

ISSUED BY: TIFFANY CALLAWAY-FERRELL, VP

CHATTANOOGA GAS COMPANY
GAS TARIFF

TPUC NO. 1

SIXTEENTH 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.

<u>MONTHLY BASE RATE</u>	<u>Winter</u> <u>Net Rate</u>	<u>Summer</u> <u>Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u>	\$63.30	\$54.60
<u>Commodity Charge</u>	37.759¢ Per Therm	29.639¢ Per Therm
<u>Air -Conditioning Charge Rate</u> Per Month		7.976¢ 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 and fees 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.

MINIMUMBILL

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.

PAYMENTTERMS

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.

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 Therms per day shall be, at the option of Chattanooga Gas Company (Company), by written contract 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
Customer Base Use Charge	\$152.60	\$152.60
Commodity Charge		
First 3,000 Therms Per Month	38.340¢ Per Therm	30.131¢ Per Therm
Next 2,000 Therms Per Month	35.009¢ Per Therm	23.947¢ Per Therm
Next 10,000 Therms Per Month	34.104¢ Per Therm	22.332¢ Per Therm
Over 15,000 Therms Per Month	17.706¢ Per Therm	17.702¢ Per Therm
Demand Charge		
Rate Unit of Billing Demand	\$12.70 Per Dth	\$12.70 Per Dth
Air -Conditioning Charge Rate Per Month		7.976¢ 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 and fees 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.

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

	<u>Net Rate</u>
<u>Customer Base Use Charge</u>	\$610.20
<u>Demand Charge</u>	
Per Unit of Billing Demand	\$12.70 Per Dth
<u>Commodity Charge</u>	
First 1,500 Dths Per Month	\$1.6441 Per Dth
Next 2,500 Dths Per Month	\$1.4038 Per Dth
Next 11,000 Dths Per Month	\$0.7976 Per Dth
Over 15,000 Dths Per Month	\$0.4924 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 and fees shall be added to the above rates.

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 their 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.

MONTHLY BASE RATE**Customer Base Use Charge**

Net Rate

\$610.20

Commodity Charge

First 1,500 Dths Per Month

\$1.6441 Per Dth

Next 2,500 Dths Per Month

\$1.4038 Per Dth

Next 11,000 Dths Per Month

\$0.7976 Per Dth

Over 15,000 Dths Per Month

\$0.4924 Per Dth

ISSUED: APRIL 21, 2025

EFFECTIVE: SEPTEMBER 1, 2025

ISSUED BY: TIFFANY CALLAWAY-FERRELL, VP

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

\$610.20

System Capacity Charge

Per Unit of Billing Capacity

\$2.85 Per Dth

Commodity Charge

First 1,500 Dths Per Month

\$1.6441 Per Dth

Next 2,500 Dths Per Month

\$1.4038 Per Dth

Next 11,000 Dths Per Month

\$0.7976 Per Dth

Over 15,000 Dths Per Month

\$0.4924 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 and fees 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 CAPACITY

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

- a) The capacity for the current month is always the highest use per 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 capacity 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 capacity 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 capacity shall be determined either under (a) or (b) above.

DETERMINATION OF CAPACITY DAY

The capacity 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.

Rate Schedule T-2
Interruptible Transport 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

\$610.20

Demand Charge

Per Unit of Billing Demand

\$12.70 Per Dth

Commodity Charge

First 1,500 Dths Per Month

\$1.6441 Per Dth

Next 2,500 Dths Per Month

\$1.4038 Per Dth

Next 11,000 Dths Per Month

\$0.7976 Per Dth

Over 15,000 Dths Per Month

\$0.4924 Per Dth

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

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 RATES

	<u>Winter</u> <u>NetRate*</u> November-April	<u>Summer</u> <u>NetRate*</u> May-October
<u>Customer Base Use Charge</u>	\$152.60	\$152.60
<u>Commodity Charge</u>		
First 3,000 Therms Per Month	38.340¢ Per Therm	30.131¢ Per Therm
Next 2,000 Therms Per Month	35.009¢ Per Therm	23.947¢ Per Therm
Next 10,000 Therms Per Month	34.104¢ Per Therm	22.332¢ Per Therm
Over 15,000 Therms Per Month	17.706¢ Per Therm	17.702¢ Per Therm
<u>Demand Charge</u>	\$12.70 Per Dth	\$12.70 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 and fees shall be added to the above rates.

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

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. 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.

ISSUED: APRIL 21, 2025

EFFECTIVE: SEPTEMBER 1, 2025

ISSUED BY: TIFFANY CALLAWAY-FERRELL, VP

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 the Customer does not comply with a daily balancing order or curtailment as directed by the Company, additional charges and penalties will be determined as defined in the rate schedule applicable 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.

WEATHER NORMALIZATION ADJUSTMENT
(WNA) RIDER

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 value derived from the Relevant Rate Order used in calculating such Weather Normalization Adjustment.

RATE SCHEDULE	WEIGHTED BASE RATE (THERM)	HEAT SENSITIVE FACTOR- HSF (THERM)	BASELOAD- BL (THERM)
(R-1) RESIDENTIAL Winter (November-April)	\$0.23775	.15024734	13.32898975
(R-4) MULTI-FAMILY HOUSING SERVICE Winter (November – April)	\$0.44210	.06855402	14.46080765
(C-1) COMMERCIAL AND INDUSTIRAL GENERAL SERVICE Winter (November – April)	\$0.37759	.29116094	16.52451922
(C-2) MEDIUM COMMERCIAL AND INDUSTRIAL GENERAL SERVICE Winter (November – April)	\$0.36863	2.11686991	700.30683132

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, TENNESSEE

EFFECTIVE DATE: SEPTEMBER 1, 2025

TEST AND ADJUSTMENTS (Continued)

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.

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 Overcharges: 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 other property of the Company or any connection made to Customer Property, house lines or services, a Customer's willful interference or refusal to cooperate with the Company's efforts to relocate its facilities or Customer Property due to an identified safety concern or to install protective material or devices, or in the case of any intentional damage by a customer to Company facilities or installed protective material, the Company shall have the right to discontinue gas service to the premises, including by shutting off the service valve to the meter, disconnecting the service line from the main, and/or removing the Company's facilities from the premises. If, for any reason, the Company has shut off the supply of gas to a premise, the gas supply shall remain shut off until activated by a person authorized by the Company.

CUSTOMER SECURITY DEPOSITS

Prior to rendering service, deposits will be required from those residential Customers whose credit history dictates that a deposit is needed. Additionally, as authorized by Rule 1220-04-05-.14, the Company may require a customer deposit when a customer is considered delinquent, as defined in this tariff, in payment of bills for service rendered on multiple occasions. 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 in a form acceptable to the Company issued by a financial institution acceptable to the Company, surety bond in a form acceptable to the Company issued by a surety company acceptable to the Company or a Letter of Guarantee in a form acceptable to the Company issued by a corporation acceptable to the Company.

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

CUSTOMER SECURITY DEPOSITS (Continued)

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

Interest on deposits shall accrue at a per annum rate equal to the prime bank lending rate as published in *The Wall Street Journal* for the last business day of the preceding calendar year, compounded annually. In no case will interest be accrued for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. No interest shall be paid on deposits held for a period of less than six (6) months.

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 commercial customers with five or more accounts and who voluntarily request to participate in the 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. Participating customer accounts in bill cycles 1 through 11 will be summarized and billed with bill cycle 11 and the accounts in bill cycles 12 through 21 will be summarized and billed with bill cycle 21. 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 they may exercise any time by giving written notice to Company to terminate gas service if such Customer shall have discontinued their operations and plant dismantled, 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.

BILLS, PAYMENTS, NON-PAYMENTS
(Continued)

- 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
- 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 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 1220-4-5.14.
- 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.

MISCELLANEOUS REGULATIONS

The Customer Agrees:

- (1) To indemnify and save harmless the Company from any and all liability to anyone whomsoever for damages and expenses (including reasonable attorney's fees), or related to claims, actions, or lawsuits (including, but not limited to, those seeking recovery for death or injury, or damage to property) related in any way (whether directly or indirectly or to any degree) to, or on account of, any condition after the Point of Delivery or on the Customer's premises, including where injury or damage is shown to have been occasioned solely by the ordinary negligence of the Company. The Customer's duty to indemnify the Company does not apply where injury or damage is shown to have been occasioned solely by the gross negligence or willful conduct of the Company.
- (2) To be responsible for all damages to, or loss of, the Company's property located upon Customer premises, unless occasioned by fire or by the Company's gross negligence or willful conduct.
- (3) 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.
- (4) 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. The Customer, having entire control of piping, fixtures, fittings, detection systems, safety devices, and appliances beyond the Point of Delivery, is solely responsible for any leakage, waste, or theft of gas which may occur after it leaves the outlet side of the last meter or regulator of the Company used in supplying gas to the Customer.
- (5) It is understood that the Company shall not be liable to any Customer, occupant, or third party for any loss, injury or damages whatsoever resulting from use of the Customer's equipment or from the use of gas delivered by the Company or from the connection of the Company's facilities with Customer Piping, detection systems, safety devices, or appliances.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) Service Establishment Charges
 - A. For establishing an account for gas service to a Customer at a premise:
 - i. where there is an existing meter set at such premises installed to serve an occupant of the premises \$20.00

CHATTANOOGA GAS COMPANY

2207 OLAN MILLS DRIVE

CHATTANOOGA, TENNESSEE 37421

TENNESSEE PUBLIC UTILITY COMMISSION NO. 1

GAS TARIFF

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>Summer</u>
	<u>Net Rate</u>	<u>Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u>	\$ 34.30 <u>32.50</u>	\$ 28.30 <u>26.80</u>
<u>Commodity Charge</u>	23.77 <u>22.42</u> ¢ Per Therm	23.77 <u>22.42</u> ¢ 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 and fees 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

THIRTEENTH REVISED SHEET NO.5

RATE SCHEDULE R-4
Multi-Family Housing Service

AVAILABILITY

Service under this Rate Schedule is available to customers using gas for Multi-family residential housing who contract for gas service for a period of not less than one year. The provision of service under this Rate Schedule 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. For the purposes of this Rate Schedule, Multi-family residential housing shall mean five or more permanent residential dwelling units located on the same Premises which are leased, rented, or managed by the same person and served through a central gas meter. Residential and non-residential service shall not be combined in a single meter installation.

MONTHLY BASE RATE

	<u>Winter Net Rate</u>	<u>Summer Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u> (Per Dwelling Unit Connected)	\$12.60 <u>\$11.90</u> / Unit	\$12.60 <u>\$11.90</u> / Unit
<u>Commodity Charge</u>	44.21 <u>41.89</u> ¢ Per Therm	39.29 <u>37.24</u> ¢ Per Therm
<u>Air -Conditioning Commodity Charge</u>		7.97 <u>67.55</u> ¢ 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 Rules and Regulations and applicable taxes and fees 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.

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

SIXTEENTH 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.

<u>MONTHLY BASE RATE</u>	<u>Winter</u> <u>Net Rate</u>	<u>Summer</u> <u>Net Rate</u>
	November-April	May-October
<u>Customer Base Use Charge</u>	\$63.30 \$9.90	\$54.60 \$1.70
<u>Commodity Charge</u>	37.75 35.70 ¢ Per Therm	29.63 28.02 ¢ Per
<u>Air -Conditioning Charge Rate</u> Per Month		Therm
		7.97 67.55 ¢ 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 and fees 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

ISSUED: APRIL 21, 2025

ISSUED BY: TIFFANY CALLAWAY-FERRELL, VP

EFFECTIVE: SEPTEMBER 1, 2025

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 Therms per day shall be, at the option of Chattanooga Gas Company (Company), by written contract 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
Customer Base Use Charge	\$ 152.60 144.40	\$ 152.60 144.40
Commodity Charge		
First 3,000 Therms Per Month	38.34 36.29 ¢ Per	30.13 28.52 ¢ Per
Next 2,000 Therms Per Month	Therm	Therm
Next 10,000 Therms Per Month	35.00 33.14 ¢ Per	23.94 22.67 ¢ Per
Over 15,000 Therms Per Month	Therm	Therm
	34.10 32.28 ¢ Per	22.33 21.14 ¢ Per
	Therm	Therm
	17.70 16.76 ¢ Per	17.70 16.75 ¢ Per
	Therm	Therm
Demand Charge		
Rate Unit of Billing Demand	\$ 12.70 00 Per Dth	\$ 12.70 00 Per Dth
Air -Conditioning Charge Rate		
Per Month		7.97 67.55 ¢ 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 and fees 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.

CHATTANOOGA GAS COMPANY
GAS TARIFF

ISSUED: APRIL 21, 2025

ISSUED BY: TIFFANY CALLAWAY-FERRELL, VP

EFFECTIVE: SEPTEMBER 1, 2025

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**Net Rate****Customer Base Use Charge****\$610.20~~577.40~~****Demand Charge****Per Unit of Billing Demand****\$12.70~~00~~ Per Dth****Commodity Charge****First 1,500 Dths Per Month****\$1.6441~~1.5568~~ Per Dth****Next 2,500 Dths Per Month****\$1.4038~~1.3294~~ Per Dth****Next 11,000 Dths Per Month****\$0.7976~~0.7553~~ Per Dth****Over 15,000 Dths Per Month****\$0.4924~~0.4663~~ 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 and fees shall be added to the above rates.

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 their 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.

MONTHLY BASE RATE**Customer Base Use Charge****Net Rate****\$610.20577.40****Commodity Charge**

First 1,500 Dths Per Month

\$1.64411.5568 Per Dth

Next 2,500 Dths Per Month

\$1.40381.3294 Per Dth

Next 11,000 Dths Per Month

\$0.79760.7553 Per Dth

Over 15,000 Dths Per Month

\$0.49240.4663 Per DthISSUED: APRIL 21, 2025EFFECTIVE: SEPTEMBER 1, 2025

ISSUED BY: TIFFANY CALLAWAY-FERRELL, VP

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\$~~610.20~~577.40System Capacity Charge

Per Unit of Billing Capacity

\$2.~~85~~70 Per DthCommodity Charge

First 1,500 Dths Per Month

\$~~1.6441~~1.5568 Per Dth

Next 2,500 Dths Per Month

\$~~1.4038~~1.3294 Per Dth

Next 11,000 Dths Per Month

\$~~0.7976~~0.7553 Per Dth

Over 15,000 Dths Per Month

\$~~0.4924~~0.4663 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 and fees 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 CAPACITY

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

- a) The capacity for the current month is always the highest use per 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 capacity 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 capacity 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 capacity shall be determined either under (a) or (b) above.

DETERMINATION OF CAPACITY DAY

The capacity 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.

Rate Schedule T-2**Interruptible Transport 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\$610.20~~577.40~~**Demand Charge**

Per Unit of Billing Demand

\$12.7000 Per Dth**Commodity Charge**

First 1,500 Dths Per Month

\$1.6441~~1.5568~~ Per Dth

Next 2,500 Dths Per Month

\$1.4038~~1.3294~~ Per Dth

Next 11,000 Dths Per Month

\$0.7976~~0.7553~~ Per Dth

Over 15,000 Dths Per Month

\$0.4924~~0.4663~~ Per Dth

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

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 RATES

	<u>Winter</u> <u>NetRate*</u> November-April	<u>Summer</u> <u>NetRate*</u> May-October
<u>Customer Base Use Charge</u>	\$152.60 144.40	
	\$152.60 144.40	<u>Commodity Charge</u>
First 3,000 Therms Per Month	38.34 36.297 ¢ Per Therm	30.13 28.525 ¢ Per Therm
Next 2,000 Therms Per Month	35.00 33.143 ¢ Per Therm	23.94 22.671 ¢ Per Therm
Next 10,000 Therms Per Month	34.10 32.287 ¢ Per Therm	22.33 21.142 ¢ Per Therm
Over 15,000 Therms Per Month	17.70 16.762 ¢ Per Therm	17.70 16.759 ¢ Per Therm
<u>Demand Charge</u>	\$12. 70 00 Per Dth	\$12. 70 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 and fees shall be added to the above rates.

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

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. 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.

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 the Customer does not comply with a daily balancing order or curtailment as directed by the Company, additional charges and penalties will be determined as defined in the rate schedule applicable 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.

CHATTANOOGA GAS COMPANY
GAS TARIFF
TPUC NO. 1

FOURTEENTH REVISED SHEET NO. 4A Page 14 of 19

WEATHER NORMALIZATION ADJUSTMENT
(WNA) RIDER

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 value derived from the Relevant Rate Order used in calculating such Weather Normalization Adjustment.

RATE SCHEDULE	WEIGHTED BASE RATE (THERM)	HEAT SENSITIVE FACTOR- HSF (THERM)	BASELOAD- BL (THERM)
(R-1) RESIDENTIAL Winter (November-April)	\$0. 2377522429	.15024734	13.32898975
(R-4) MULTI-FAMILY HOUSING SERVICE Winter (November – April)	\$0. 4421041898	.06855402	14.46080765
(C-1) COMMERCIAL AND INDUSTIRAL GENERAL SERVICE Winter (November – April)	\$0. 3775935703	.29116094	16.52451922
(C-2) MEDIUM COMMERCIAL AND INDUSTRIAL GENERAL SERVICE Winter (November – April)	\$0. 3686334810	2.11686991	700.30683132

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, TENNESSEE

EFFECTIVE DATE: SEPTEMBER 1, 2025

TEST AND ADJUSTMENTS (Continued)

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.

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 Overcharges: 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 other property of the Company or any connection made to Customer Property, house lines or services, a Customer's willful interference or refusal to cooperate with the Company's efforts to relocate its facilities or Customer Property due to an identified safety concern or to install protective material or devices, or in the case of any intentional damage by a customer to Company facilities or installed protective material, the Company shall have the right to discontinue gas service to the premises, including by shutting off the service valve to the meter, disconnecting the service line from the main, and/or removing the Company's facilities from the premises. If, for any reason, the Company has shut off the supply of gas to a premise, the gas supply shall remain shut off until activated by a person authorized by the Company.

CUSTOMER SECURITY DEPOSITS

Prior to rendering service, deposits will be required from those residential Customers whose credit history dictates that a deposit is needed. Additionally, as authorized by Rule 1220-04-05-.14, the Company may require a customer deposit when a customer is considered delinquent, as defined in this tariff, in payment of bills for service rendered on multiple occasions. 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 in a form acceptable to the Company issued by a financial institution acceptable to the Company, surety bond in a form acceptable to the Company issued by a surety company acceptable to the Company or a Letter of Guarantee in a form acceptable to the Company issued by a corporation acceptable to the Company.

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

CUSTOMER SECURITY DEPOSITS (Continued)

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

Interest on deposits shall accrue at a per annum rate equal to the prime bank lending rate as published in *The Wall Street Journal* for the last business day of the preceding calendar year, compounded annually. In no case will interest be accrued for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. No interest shall be paid on deposits held for a period of less than six (6) months.

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 commercial customers with five or more accounts and who voluntarily request to participate in the 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. Participating customer accounts in bill cycles 1 through 11 will be summarized and billed with bill cycle 11 and the accounts in bill cycles 12 through 21 will be summarized and billed with bill cycle 21. 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 they may exercise any time by giving written notice to Company to terminate gas service if such Customer shall have discontinued their operations and plant dismantled, 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.

BILLS, PAYMENTS, NON-PAYMENTS
(Continued)

- 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
- 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 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 1220-4-5.14.
- 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.

MISCELLANEOUS REGULATIONS

The Customer Agrees:

- (1) To indemnify and save harmless the Company from any and all liability to anyone whomsoever for damages and expenses (including reasonable attorney's fees), or related to claims, actions, or lawsuits (including, but not limited to, those seeking recovery for death or injury, or damage to property) related in any way (whether directly or indirectly or to any degree) to, or on account of, any condition after the Point of Delivery or on the Customer's premises, including where injury or damage is shown to have been occasioned solely by the ordinary negligence of the Company. The Customer's duty to indemnify the Company does not apply where injury or damage is shown to have been occasioned solely by the gross negligence or willful conduct of the Company.
- (2) To be responsible for all damages to, or loss of, the Company's property located upon Customer premises, unless occasioned by fire or by the Company's gross negligence or willful conduct.
- (3) 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.
- (4) 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. The Customer, having entire control of piping, fixtures, fittings, detection systems, safety devices, and appliances beyond the Point of Delivery, is solely responsible for any leakage, waste, or theft of gas which may occur after it leaves the outlet side of the last meter or regulator of the Company used in supplying gas to the Customer.
- (5) It is understood that the Company shall not be liable to any Customer, occupant, or third party for any loss, injury or damages whatsoever resulting from use of the Customer's equipment or from the use of gas delivered by the Company or from the connection of the Company's facilities with Customer Piping, detection systems, safety devices, or appliances.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) Service Establishment Charges
 - A. For establishing an account for gas service to a Customer at a premise:
 - i. where there is an existing meter set at such premises installed to serve an occupant of the premises \$20.00