

RATE 251
RATE FOR GAS SERVICE
FIXED GAS BILL (DEPENDABILL) SERVICE

Sheet No. 1 of 3

TO WHOM AVAILABLE

Available to Customers under Rates 211, 215, 221 and 225 and who satisfy, and agree to accept, the conditions set out in the Definitions and Conditions provisions of this Rate Schedule. The fixed gas bill amount quoted to each Qualified Customer electing to take service under this Rate Schedule shall apply in lieu of the applicable rates and applicable rate adjustments under which the Customer otherwise takes service (e.g., Rate 211, 215, 221 or 225).

CHARACTER OF SERVICE

A Customer who elects to receive service under this Rate Schedule shall receive firm gas sales and delivery service. All telephonic communications will be taped, forwarded to the Commission when requested and retained by the Company or its third party contractor. All outbound telemarketing will be in compliance with the terms and conditions of the Company's policies and procedures. Election to receive optional service under this Rate Schedule shall be for a one (1) year term, subject to Customer rescission rights as contained in the Fixed Gas Bill Agreement. The agreement term can be automatically extended according to the program terms and conditions year-to-year with at least thirty (30) days' notice to affected Customers. Each annual automatic extension shall be deemed to be a new service term for purposes of this Rate Schedule and may reflect an updated fixed gas bill amount to reflect any change in usage and/or cost of gas. In the event service under this Rate Schedule is terminated, for any reason, as further described in the Definitions and Conditions provisions of this Rate Schedule, then Customers shall automatically return to the Rate Schedule under which they are eligible to receive gas sales service (e.g., Rate 211, 215, 221 or 225).

RATES AND CHARGES

The monthly Fixed Gas Bill Amount for gas sales service under this Rate Schedule shall be computed as follows:

Monthly Fixed Gas Bill Amount:

Each Qualified Customer accepting the terms of service under this Rate Schedule shall pay an individually-calculated fixed gas bill amount based upon that Customer's unique annual historic consumption of gas normalized for actual weather variances. The rates applied to each Customer's annual usage profile from the Customer's otherwise applicable Rate Schedule will be:

1. The Delivery Charge including applicable Customer Charge,
2. Purchased gas Demand Charge,
3. GCA Commodity variances for first year Fixed Bill Customers,
4. GCA Demand variances for all Fixed Bill Customers,
5. Rate adjustments from either Rate 211, 215, 221 or 225 whichever is otherwise applicable,

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RATES AND CHARGES (continued)

6. A charge for commodity gas cost that will be fixed by the Company prior to the time of the Customer's enrollment.
7. A Program Fee

This total amount, exclusive of GCA variances, when applicable, includes a Program Fee, no lower than 4%, and no greater than 10% established for each program year at the discretion of the Company prior to application of Indiana State Sales Tax. The total annual fixed gas bill calculation will then be divided by twelve (12) for billing purposes and will remain fixed for twelve (12) monthly Billing Periods.

EARLY TERMINATION PROVISIONS

In the event a Customer receiving service under this Rate Schedule terminates its Fixed Gas Bill Agreement for reasons described in Paragraph 4 of the Definitions and Conditions provisions of this Rate Schedule, prior to the end of the established agreement term, the Customer shall be billed as follows:

1. Customers who are removed from the program for any reason will be subject to a thirty-dollar (\$30.00) exit fee to cover administrative costs for early withdrawal.
2. In addition, Customers who leave or are terminated from their Fixed Gas Bill Agreement prior to the end of the service term will be subject to charges stated in the Customer's Fixed Gas Bill Agreement to offset the actual cost of settling dedicated gas supply agreements obtained on behalf of Fixed Gas Bill customers. The appropriate fixed charge will be multiplied times the number of months remaining in the agreement following termination.
3. A Customer who exits its Fixed Gas Bill Agreement before its end date, for any reason, will have its billing adjusted by an Early Termination Adjustment. The amount of the Early Termination Adjustment can be either a debit or credit, and is computed on a Customer-by-Customer basis. The amount is determined by subtracting the amount paid to date during the program year at the time of termination from the product of the Customer's actual metered usage of gas and the applicable rates under the Rates and Charges provisions of this Rate Schedule.
4. In no event will the total cost to terminate the Fixed Gas Bill Agreement exceed 40% of the annual fixed gas bill amount.

DEFINITIONS AND CONDITIONS

1. Fixed Gas Bill gas sales service is available:
 - a) To a Qualified Customer, as defined in Paragraph 2 herein, at its current Premise for the twelve Billing Periods following service initiation under this Rate Schedule, and
 - b) For all gas usage during the term of the Fixed Gas Bill Agreement subject to the conditions of Paragraph 4 herein.

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DEFINITIONS AND CONDITIONS (continued)

2. Qualified Customer is defined as a Customer that has monthly gas usage that is predictable and sensitive to weather variations according to the algorithms of the computer model applied to gas usage at its Premise, and qualifies under the other requirements under this Rate Schedule.
3. The Company retains the right to terminate the Fixed Gas Bill Service and return a Customer to its otherwise applicable Rate Schedule during or at the conclusion of the term of the Fixed Gas Bill Agreement because of a change in an applicable Indiana statute or Commission order, policy or regulation that adversely impacts this Rate Schedule. If service under this Rate Schedule is terminated by the Company at its discretion, a Customer's bills will be adjusted by the Early Termination Adjustment as described in Paragraph 3 of the Early Termination Provisions.
4. A Qualified Customer can be removed without financial recourse against the Company from the Fixed Gas Bill Service under this Rate Schedule for the following reasons:
 - a) Customer has significantly altered customary usage patterns as further defined in Paragraph 5 herein.
 - b) A change in any statute, regulation or a decision or order of a court, agency or other jurisdictional entity that prevents the completion of the twelve- (12-) month Billing Period.
 - c) Customer is no longer receiving service from the Company at the original Premise, either because Customer has moved from the original Premise or has discontinued gas service at the original Premise.
 - d) Service is discontinued to the Customer for non-payment.
5. Customers taking service under this Rate Schedule agree to act in good faith to maintain gas usage at historic levels and failure to do so shall be an act of default under the terms of this Rate Schedule. Examples of action taken by Customers that could change historic gas usage include, but are not limited to, increase in furnace and/or water heater settings, increases in Customer living space or addition of new gas appliances. If a Customer's cumulative consumption increases by more than 15% at any time during the term of the Fixed Gas Bill Agreement from its historic profile for any reason other than the impact of weather, the Company has the right, but is not obligated, to remove the Customer from the Fixed Gas Bill Service without financial recourse against the Company.
6. In all cases, Customers will be removed only after notification and will be given an opportunity to remedy the default.

RULES AND REGULATIONS

Service herein shall be subject to the Company Rules and IURC Rules.

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