
**RULES AND REGULATIONS GOVERNING THE
DISTRIBUTION AND SALE OF GAS (Continued)**

6. Credit - Continued

6.1 Prior Debts

6.1.1 Residential Prior Debts – continued

- (3) Information contained in the Company's records that indicate that the applicant was an occupant living at the premises for which the applicant is requesting service during the time frame that the bill accrued. (C)
- (4) Use of a skip tracing software that contains records of names and addresses. This information is maintained by a third party vendor that contains multiple sources of public information.
- (5) Information provided by the applicant or customer and accepted by the Company that verifies that the applicant or customer resided at another address during the period of time in which the bill accrued.

If an outstanding balance exists at the property for which service is being requested, before providing service the Company may require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued.

6.1.2 Commercial or Industrial Prior Debts

Service will not be furnished to a former commercial or industrial customer until amounts due for gas service at a previous location and in the customer's name have been satisfied.

(C) Indicates Change

RATE CAP – CUSTOMER ASSISTANCE PLAN

APPLICABILITY

Throughout the territory served under this Tariff.

AVAILABILITY

Available to any residential customer at one location using natural gas as their main heating source and meeting the following requirements:

1. This rate will serve 100% of the total requirements.
2. The total household income is equal to or less than 150% of the Federal Poverty Level.
3. The customer does not take service under any other rate schedule.
4. The customer is either over sixty years old or is payment-troubled (i.e., has at least one failed payment arrangement with the Company within the past 12 months, has received a termination notice from the Company within the past 12 months, has been verified as a current participant in another utility's CAP, or is unable to establish creditworthiness through the use of generally accepted credit scoring methodology).
5. The meter at the premises must serve only the customer's dwelling space. (C)
6. The customer must agree with the terms specified in the Company's CAP Customer Agreement Form.

CAP CUSTOMER APPLICATION AND RESPONSIBILITIES

In order to gain acceptance in CAP and to maintain participation in CAP after acceptance into the Program, a customer must agree to, and comply with, the following:

1. Verify gross monthly income for all adult household members at time of application.
2. Reverify gross monthly household income annually. This requirement shall be waived in any year that the customer applies for, and receives, an Energy Assistance Grant that is posted to the Company.
3. Notify the Company's Universal Services representative of any changes in income, household size, or residence.
4. Make timely monthly CAP payments, including a \$5.00 co-payment on arrears.
5. Apply for federal Low Income Home Energy Assistance Program (LIHEAP) benefits, and direct the payment of LIHEAP to the Company.
6. Apply for any free weatherization service, including the Company's Warm Wise Program, as well as local county weatherization programs if the customer meets eligibility requirements.
7. Release the Company from any liability associated with the customer's participation in CAP.

(C) Indicates Change

2.20 STANDARDS OF CONDUCT - continued

- 2.20.1.11 An NGDC may not give its affiliated NGS preference over a non-affiliated NGS in the provision of goods and services including processing requests for information, complaints and responses to service interruptions. An NGDC shall provide comparable treatment in its provision of goods and services without regard to a customer's chosen NGS. (C)
- 2.20.1.12 An NGDC and its affiliated NGS shall maintain separate books and records. Transactions between the NGDC and its affiliated NGS may not involve cross-subsidies. Shared facilities must be fully and transparently allocated between the NGDC function and the affiliated NGS function. The NGDC accounts and records must be maintained so that the costs incurred on behalf of an affiliated NGS are clearly identified. (C)
- 2.20.1.13 NGDC employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, as well as those responsible for marketing and customer service, may not be shared with an affiliated NGS, and their offices shall be physically separated from the office(s) used by those working for the affiliated NGS. NGDC employees may transfer to an affiliated NGS provided the transfer is not used as a means to circumvent these standards of conduct. (C)
- 2.20.1.14 Neither the NGDC nor its affiliated NGS may directly, or by implication, falsely and unfairly represent to a customer, NGS or third party that an advantage may accrue to a party through use of the NGDC's affiliates or subsidiary, such as: (C)
- (i) The Commission-regulated services provided by the NGDC are of a superior quality when services are purchased from its affiliated NGS.
 - (ii) The merchant services for natural gas are being provided by the NGDC when they are in fact being provided by an affiliated NGS.
 - (iii) The natural gas purchased from a nonaffiliated NGS may not be reliably delivered.
 - (iv) Natural gas shall be purchased from an affiliated NGS to receive Commission-regulated services.

(C) Indicates Change